



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Wednesday, November 12, 2025, 11:00 AM

1. CALL TO ORDER

2. INVOCATION

Rev. Aarif G. Bradley, Mobile Fire Rescue Dept. Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

November 3 and 4, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Jayden Irby for a waiver of the Noise Ordinance at Tricentennial park on November 22, 2025, from 2:00 p.m. - 6:00 p.m. (District 1).

Request of Shenita Porter for a waiver of the Noise Ordinance at 2301 Airport Boulevard on December 13, 2025, from 2:00 p.m. - 5:00 p.m. (District 5/New District 2).

10. PUBLIC HEARINGS

Public hearing to consider the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Rev. Aarif G. Bradley - will introduce himself as the new President of the Interdenominational Ministerial Alliance.

Marion Dyas - request the Council endorse and help promote the establishment of a prayer service on New Year's Day at waterfront park.

Reggie Hill - offer recommendations for blight related matters, findings from the Committee of the Whole, and inquire on the precedent of agenda item sponsorships.

12. ORDINANCES HELD OVER

52-046 Adopt Chapter 52 Real Property Maintenance and Enforcement Article VIII, "Vacant Structure Registry for Henry Aaron Loop" (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

64-057 Consider the modification of a previously approved Planned Unit Development for property located at 600, 700, and 800 West I-65 Service Road, South (sponsored by Councilmember Fleming).

13. CIP RESOLUTIONS HELD OVER

21-1415 Authorize Contract and Task Order #1 with Volkert, Inc. for design and engineering of Perch Creek Preserve; \$900,000.00 (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

14. CONSENT RESOLUTIONS HELD OVER

37-1398 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Flip Side Bar and Patio; 54 S. Conception Street (sponsored by Councilmember Ingram).

15. RESOLUTIONS HELD OVER

01-1409 Authorize amendment to Agreement with Evonik Corporation for fire and emergency services (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept. and Interim Chief Glisson, MFRD).

08-1411 Approve purchase order to Interface Americas, Inc. for replacement flooring on the 5th floor in Government Plaza; \$124,517.30 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-1413 Authorize Contract with InLine, LLC for lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail; \$997,846.91 (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

21-1414 Authorize Contract with United Methodist Inner City Mission of Mobile, Inc. for maintenance and operation of the Taylor Park Recreation Center, playground, swimming pool, and wading pool; NTE \$123,500.00 (sponsored by Mayor Cheriogotis) (submitted by Kim Carmody, Parks & Rec. Dept.).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-1416 Appoint Jerry Williams to the Human Relations Commission (sponsored by Councilmember Penn).

03-1417 Re-appoint Jeremy Milling to the Board of Adjustment (sponsored by Councilmember Fleming).

31-1418 Authorize the Mayor to apply, accept, and receive a grant from the Alabama Department of Transportation for the Airbus Distribution Center Industrial Access Project; \$3,631,500.00 (no local match required) (sponsored by Mayor Spiro Cheriogotis) (submitted by Nick Amberger, Engineering & Infrastructure).

37-1419 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Red Moon Restaurant and Hookah Bar; 5470 Inn Rd. (sponsored by Councilmember Reynolds).

46-1420 Honorarily rename Victor Road to "Honorary Shirley Thomas Road" (sponsored by Councilmember Gregory).

58-1421 Declare Weeds Noxious, Weed Lien Group 1672.

58-1422 Assess costs for removal of weeds, Weed Lien Group 1664.

58-1423 Assess costs for removal of weeds, Weed Lien Group 1667.

60-1424 Approve award of special bonus to the Municipal Archives Employee of the Month; Wilson (sponsored by Mayor Cheriogotis) (submitted by Lisa C. Lambert, City Clerk).

60-1425 Approve award of special bonus to the Events Department Employee of the Month; Rucker (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept.).

60-1426 Determine an appropriation to Trinity Gardens Community Civic Club serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-1427 Determine an appropriation to Mobile County Public School System Division of Teaching, Learning, and Assessment serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1428 Determine an appropriation to Revitalize D.I.P. serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1429 Determine an appropriation to Feeding the Gulf Coast serves a public purpose and approve payment (sponsored by Councilmembers Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory) (submitted by Donna Bryars, Finance Dept.).

60-1430 Determine an appropriation to Feeding the Gulf Coast serves a public purpose and approve payment (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept.).

17. CIP RESOLUTIONS INTRODUCED

08-1431 Approve purchase order to GameTime for new playground equipment for Lavretta Park; \$649,921.69 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-1432 Authorize contract with Persons Services Corp. for Figures Park - Community Center Mechanical Improvements; \$461,000.00 (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by Carleen Stout, REAM Dept.).

21-1433 Authorize contract with Rogers & Willard Inc. for Taylor Park Community Center improvement; \$6,075,365.00 (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by Carleen Stout, REAM Dept.).

21-1445 Authorize Contract with Goram Air Conditioning Co., Inc. for Springhill Recreation Center; \$1,190.00 (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-1434 Authorize Agreement for transfer of right-of-way from Alabama Department of Transportation to the City for additional lanes on Zeigler Boulevard (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept. and Carleen Stout-Clark, REAM Dept.).

01-1435 Authorize Memorandum of Understanding between the U.S. Department of Justice, United States Marshals Service and the City of Mobile Police Department (sponsored by Mayor Cheriogotis) (submitted by Curtis Graves, Public Safety).

08-1436 Approve purchase order to Iron Bow Technologies, LLC for 1-year cybersecurity protection service package for MIT; \$83,826.29 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1437 Approve purchase order to Sunbelt Fire, Inc. for 4 sets of fire turnout coat and pants for MFRD; \$16,060.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-1438 Approve purchase order to Toomey's Mardi Gras Candy Co., Inc. for moon pies and beads for 2026 Mardi Gras; \$21,227.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-1439 Authorize Contract with AACRC, Inc., d/b/a Ark Animal Clinic and Rehab Center, for professional veterinary services; NTE \$200,000.00 (sponsored by Mayor Cheriogotis) (submitted by Robert Bryant, Animal Services).

21-1440 Authorize Contract with AG Witt, LLC to provide professional services for the Office of Resilience; NTE \$500,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Lance Slater, Public Safety).

21-1441 Authorize Contract with C4 Capital, LLC, d/b/a C4 Builds, for professional consulting services; NTE \$102,000.00 (sponsored by Mayor Cheriogotis) (submitted by Interim Chief Barry Glisson, MFRD).

21-1442 Authorize Contract with Diversified Maintenance-RWS, LLC for janitorial service at the National Maritime Museum of the Gulf; \$142,536.00 (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

21-1443 Authorize Contract with Dorsey & Dorsey Engineering, Inc. for 2026 CIP Resurfacing, District 6; \$315,000.00 (sponsored by Councilmember Woods and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-1444 Authorize Contract with DVMIMS, P.C., d/b/a Tillmans Corner Veterinary Hospital, for professional veterinary services; NTE \$200,000.00 (sponsored by Mayor Cheriogotis) (submitted by Robert Bryant, Animal Services).

21-1446 Authorize Contract for licensing and implementation of video management system for security cameras; NTE \$1,500,000.00 (sponsored by Mayor Cheriogotis) (submitted by Scott Kearney, MIT).

21-1447 Authorize contract with Sawgrass Consulting, LLC. for 2026 CIP Resurfacing Council Districts 1, 2, 3, 4, 5 and 7; \$1,198,685.00 (sponsored by Councilmembers Penn, Ingram, Small, Reynolds, Fleming, & Gregory, and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

31-1448 Authorize the Mayor to apply, accept, and receive a grant from the Federal Transit Administration for Federal Transportation Assistance (sponsored by Mayor Cheriogotis) (submitted by Jacob Laurence, Finance Dept.).

37-1449 Consider the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service.

03-1450 Appoint Curtis Graves as Executive Director of Public Safety (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

03-1451 Appoint Barry Glisson as Chief of the Mobile Fire and Rescue Department (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

19. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Jayden Irby

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2513911822 Cell Number: (251) 776-3934

Organization (if applicable) _____

Mailing Address of Applicant 1853 North Mott Drive

Telephone No. (251) 776-3934 E-mail address jirby264@gmail.com

Location or address of event where amplification will be used:

Tricentennial Park

Date of Event: 11/22/25 Starting Time: 2:00 pm Ending Time: 6:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Cookout / Kickball Game

Do you plan to sell alcohol at this event? YES NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org



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Name of Applicant: Shenita Porter

PLEASE PRINT ALL INFORMATION

Home Phone Number: 346-460-3057 Cell Number: 346-460-3057

Organization (if applicable) IN 8 OUT Tax Service

Mailing Address of Applicant 600 BEL AIR BLVD Mobile, AL 36606 Ste 140

Telephone No. 346-460-3057 E-mail address ShenitaPorter@rocketmail.com

Location or address of event where amplification will be used:

2301 Airport Blvd, Mobile, AL 36606

Date of Event: December 13, 2015 Starting Time: 2:00 PM Ending Time: 5:00 PM

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: 1st Annual Christmas Toy Giveaway

Do you plan to sell alcohol at this event? YES X NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org



NATIONALLY
ACCREDITED

P.O. Box 92970 • LAFAYETTE, LA • 70509-2970

AMBULANCE
DISPATCH
511
800-259-1111

ADMINISTRATION
337-291-3333
800-259-3333

BILLING
800-259-2222

July 29th, 2025

To District Chief Jared Parker:

Please find our application for an ambulance permit within the City of Mobile.

As part of this application there are the following attachments:

- Records check from MPD for Timothy J. Burke
- Section 59-4 Insurance. Attached is the Certificate of Liability Insurance listing the City of mobile as a Certificate Holder.
- A list of the initial units that will operate within the city at start up.
- Section 4- Financial Responsibility-Copy of 2024 Audited Financials for Acadian Ambulance Service. These are marked as Proprietary and Confidential.
- A copy of Tim Burke's Drivers License
- Overview of Section 5- 5.1 Nature of Proposed Service and 5.2 Demand Justification and company overview of 2024 statistics

Please reach out to me directly with any questions you may have.

Respectfully,

Alan Ashley

Community Relations Director

alan.ashley@acadian.com

504-210-6947



CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

Chapter 6 of the Mobile City Code requires every person who desires to operate an ambulance service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's Office on the 9th floor of Government Plaza, South Tower, 205 Government Street or printed from the City of Mobile website: https://www.cityofmobile.org/uploads/CPCN_Ambulance.pdf

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a \$10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **When you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a \$100 application fee (cash or check). Make checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Fire Department to review the application and the information provided therein. The Fire Department shall report to the Public Safety Director any information pertinent to the application or applicant. The Council shall not consider any application until such time as the Public Safety Director has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 6-34 of the City Code for the factors that will be considered by the City Council:** https://library.municode.com/al/mobile/codes/code_of_ordinances

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- **Items to submit to the Fire Department: (after City Council approval)**
 - Dispatch contact information and supervisor contact information (to include after hours number and email)
 - Locations Units are housed
 - Personnel Roster (to include State License # and NREMT # and expiration date).

Please be aware that this process may take up to 4 to 6 weeks. For more information contact the City Clerk's Office at 208-7411

City of Mobile – Fire-Rescue Department



Application for Certificate of Public Convenience and Necessity (Ambulance Operation)

Per City Ordinance Sec. 6-32

The undersigned, Timothy J. Burke individually
or on behalf of Acadian Ambulance Service of Alabama, LLC, hereby makes
application for a Certificate of Public Convenience and Necessity to operate a public
service vehicle(s) within the City of Mobile and submits the following facts in support of
this application.

Section 1 – Applicant Information

1.1 Legal Name of Applicant (Individual/Partnership/Corporation):

Acadian Ambulance Service of Alabama, LLC

1.2 Business Address: 22 Midtown Park, Mobile, AL 36602

1.3 Trade Name (if different): _____

1.4 Telephone Number: (504) 374-2800

1.5 Type of Entity: ☐ Individual ☐ Partnership ☒ Corporation ☐ Association

If Individual:

- Birthdate: _____ SSN: _____

- Current Address: 208 Black Oak Lane, Madisonville, LA 70447

- Telephone Number: _____ Driver's License #: _____

- Length of Residency in Mobile County: Years: _____ Months: _____

- U.S. Citizenship: Yes ____ No ____

I attest, under penalty of perjury, that I am:

____ A citizen or national of the
United States

____ A lawful permanent resident

(Alien # A _____)
____ an alien authorized to work
until ____/____/____

If Partnership/Association:

- Business Address:

- Partner(s) Name, Age, Address:

If Corporation:

- Officers & Directors (Name and Address):

Acadian Ambulance Service, Inc., Member

Timothy J. Burke, Manager

List all unpaid judgements against any person listed, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

NONE

Section 2 – Vehicles and Operations

2.1 Number of Vehicles to be Operated: **4**

2.2 Vehicle Details (attach fleet list if more than 3): ☐ Check if Sheet Attached

| Unit # | Year | Make | Model | VIN | Tag # | Mileage | Type | Color Scheme |

See attached

2.2 Service Provider License

2.2.1 Is the ambulance service currently licensed with Alabama Department of Public Health Office of EMS (ADPH OEMS) ☐ Yes ☒ No

2.2.2 If yes, please provide: License Number Application filed concurrently _____ Exp. Date _____

2.2.3 Level of Current Licensure with ADPH OEMS (check all that apply)

ALS1 CC ☐ ALS1 ☐ ALS2 ☐ ALS3 ☐ BLS ☐

Section 3 – Legal & Liability History

3.1 Have you ever been convicted of a crime related to ambulance operations? ☐ Yes ☒ No

If yes, explain:

3.2 Are there any claims or judgments for damages from negligent operation of a vehicle against you, your associates, or employees? ☐ Yes ☒ No

If yes, explain:

Section 4 – Financial Responsibility

4.1 Describe your financial ability to comply with the provisions of the ordinance:

(Attach financial statements or proof of solvency if available)

See attached 2024 Audited Financials of sole Member, Acadian Ambulance Service, Inc.

Section 5 – Nature of Proposed Service (add attachments as needed)

5.1 Type and Character of Proposed Service:

Emergency and Non-Emergency Ambulance Service

See Attached

5.2 Demand Justification (Explain why the service is needed):

See Attached

5.3 Applicant's Experience in Ambulance Service (including Mobile):

Acadian Ambulance Service, Inc., the sole member of Acadian Ambulance Service of Alabama, LLC, has been in business for more than 53 years.

See Attached

5.4 Duration of Previous Service in Mobile (if applicable):

Section 6 – Insurance Documentation

6.1 Attach letter from your insurance carrier stating that required coverage is available and will be active prior to certificate issuance, naming the City of Mobile as additional insured.

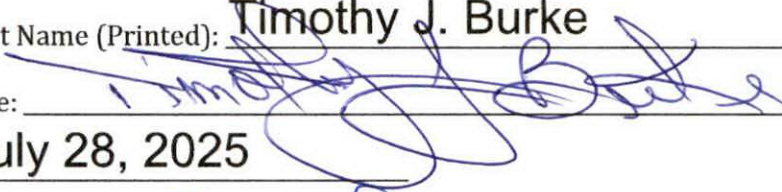
☒ Insurance Letter Attached

Section 7 – Oath and Signature

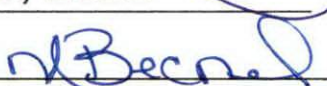
I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. That all employees of this business undergo background checks within the State of Alabama and meet all federal employment requirements.
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 6 of the Mobile City Code;
5. I agree to comply with the City of Mobile Fire Department's Ambulance Service Policy, including all BLS dispatch requirements
6. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant Name (Printed): Timothy J. Burke

Signature: 

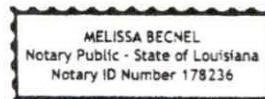
Date: July 28, 2025

Notary Public: 

Subscribed and sworn before me this 28th day of July, 2025

Notary Signature: 

Commission Expires: is for life





(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Timothy J. Burke

Date of Birth: 07/03/1960 Security #: 439159635

Present Address 208 Black Oak Lane, Madisonville, LA 70447-9364

Home Phone Number: 5044952518 Work Phone Number: 504-374-2800

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Acadian Ambulance Service, Inc., P.O. Box 98000, Lafayette, LA 70509

Present Position/Title: Regional Vice President

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

None

Give nature of all transactions or acts giving rise to these judgements.

None

Give name and location of court in which judgements were entered and date entered.

None

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

Date Signed



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Timothy J. Burke

Nickname(s) or Maiden Name: _____

Current Address: 208 Black Oak Lane, Madisonville, LA 70447

Previous Address: _____

Personal Description:

Height: 5'11"

Weight: 180

Hair Color: Brown

Eye Color: Brown

Social Security Number: 439159635

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.


Signature

7/29/25
Date signed



59-4. Vehicle insurance.(a) Every vehicle classified as a vehicle for hire under this chapter and operated within the city limits or police jurisdiction thereof shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:

(1) General liability insurance—Public liability coverage with each of the following limits:

a. Bodily injury liability:

1. One million dollars (\$1,000,000.00) each person; and
2. One million dollars (\$1,000,000.00) each occurrence; and

b. Property damage liability—One million dollars (\$1,000,000.00) each occurrence; or

c. In lieu of subparts (1)a. and b., hereinabove, bodily injury and property damage combined with limits of one million dollars (\$1,000,000.00) per occurrence.

(2) Comprehensive automobile liability insurance including owned, non-owned, and hired vehicles with each of the following limits:

a. Bodily injury liability:

1. Two hundred fifty thousand dollars (\$250,000.00) each person and
2. Five hundred thousand dollars (\$500,000.00) each occurrence; and

b. Property damage liability one hundred thousand dollars (\$100,000.00) each occurrence; or

c. In lieu of subparts (2)a. and b., hereinabove, bodily injury and property damage combined with limits of \$500,000 per occurrence.

(b) No permit required by this chapter or business license shall be granted to any person to operate any vehicle for hire upon the streets or elsewhere in the city or its police jurisdiction until such person shall have first filed with the city revenue department a certificate of the insurance requirements stated in subpart (a), hereinabove, issued to such person by a public liability insurance company authorized to do business in the state.

(c) The insurance coverage required by this section shall at all times be maintained for the full amount. The certificate of each policy or policies of insurance required by this section to be filed with the city revenue department shall contain a clause obligating the company issuing the same to give not less than thirty (30) days' written notice to the city revenue department before cancellation thereof. Notice of cancellation shall not relieve the company issuing such policy or policies of liability insurance for any injury or claim arising before the cancellation becomes effective. The cancellation of any such policy shall have the effect of suspending the permit of such person to operate vehicles for hire or business covered thereby until a new policy or policies complying with the provisions of this section is filed with the city revenue department.

(d) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, his agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

(Ord. No. 59-073-2005, § 1, 11-15-05)



Ernst & Young LLP
3900 Hancock Whitney Center
701 Poydras Street
New Orleans, LA 70139

Tel: +1 504 581 4200
Fax: +1 504 596 4233
ey.com

**Shape the future
with confidence**

Report of Independent Auditors

The Board of Directors
Acadian Ambulance Service, Inc.

Opinion

We have audited the consolidated financial statements of Acadian Ambulance Service, Inc. (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of comprehensive income, stockholders' equity (deficit), and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.



**Shape the future
with confidence**

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.



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with confidence**

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Ernst & Young LLP

April 30, 2025

Proprietary and Confidential

Acadian Ambulance Service, Inc.

Consolidated Balance Sheets

	December 31	
	2024	2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 26,644,533	\$ 14,041,957
Restricted short-term investments	10,995,925	10,699,964
Trade accounts receivable	125,303,795	174,263,000
Other receivables	25,326,255	23,613,885
Supplies inventory	12,262,988	11,714,707
Prepaid expenses and other assets	22,599,007	21,032,026
Receivables from officers	—	33,265
Total current assets	223,132,503	255,398,804
Property and equipment:		
Land	2,444,805	2,444,805
Building and improvements	37,654,595	36,707,080
Emergency vehicles and aircraft	160,886,201	149,551,340
Medical and other equipment	196,012,415	185,392,210
	396,998,016	374,095,435
Less accumulated depreciation	311,480,648	299,184,185
	85,517,368	74,911,250
Other assets:		
Cash value of life insurance	9,429,721	11,255,246
Other	163,940	163,940
Right-of-use asset – operating leases	17,294,048	13,040,237
Intangible assets, less accumulated amortization of \$14,272,186 and \$9,919,175 at December 31, 2024 and 2023, respectively	6,506,607	9,650,398
	33,394,316	34,109,821
Total assets	\$ 342,044,187	\$ 364,419,875

Acadian Ambulance Service, Inc.

Consolidated Balance Sheets (continued)

	December 31	
	2024	2023
Liabilities and stockholders' equity (deficit)		
Current liabilities:		
Accounts payable	\$ 25,840,692	\$ 21,053,574
Accrued salaries and wages	30,664,010	30,021,972
Accrued stock appreciation rights	23,999,023	16,133,170
Deferred compensation – current portion	1,395,000	3,931,000
Note payable – current portion	1,097,470	1,050,000
Operating lease liability – current portion	3,848,372	3,301,521
Insurance reserves and other accrued liabilities	63,902,388	59,813,720
Deferred membership fees and contract services	1,620,292	1,891,395
Total current liabilities	152,367,247	137,196,352
Long-term debt, less current portion	136,800,976	98,131,542
Operating lease liability, less current portion	13,507,798	9,834,544
Deferred compensation, less current portion	65,336,355	48,225,680
Stockholders' equity (deficit):		
Common stock – no par value, at stated capital amount; authorized 50,000,000 shares, issued 28,476,000 shares at December 31, 2024 and 2023, 6,590,487 and 9,383,158 shares outstanding at December 31, 2024 and 2023, respectively	2,820	2,820
Additional paid-in capital	107,645,827	105,299,299
Treasury stock – 21,885,513 and 19,092,842 shares at cost at December 31, 2024 and 2023, respectively	(528,794,152)	(363,749,883)
Retained earnings	395,193,886	329,402,471
Accumulated other comprehensive income	(16,570)	77,050
Total stockholders' equity (deficit)	(25,968,189)	71,031,757
Total liabilities and stockholders' equity (deficit)	\$ 342,044,187	\$ 364,419,875

See accompanying notes.

Acadian Ambulance Service, Inc.

Consolidated Statements of Comprehensive Income

	Year Ended December 31	
	2024	2023
Patient service revenue	\$ 546,176,744	\$ 479,235,805
Safety consulting services	15,786,710	25,097,921
Medical standby services	48,020,764	49,525,323
Other revenue	39,187,143	39,889,600
Contract services	13,908,018	14,143,542
Membership fees	1,016,383	998,535
Total operating revenue	664,095,762	608,890,726
Expenses:		
Salaries and wages	309,391,711	290,792,662
Employee benefits	77,078,450	54,465,776
Supplies and services	44,856,898	42,819,514
Other	31,182,157	30,656,317
Depreciation	28,915,655	24,464,213
Fuel	16,351,069	17,378,953
Insurance	38,874,464	35,162,044
Aviation operating costs	24,751,498	24,435,392
Leases and rentals	6,252,222	5,260,996
Amortization of intangible assets	4,524,189	3,924,854
Repairs and maintenance	19,552,978	16,987,147
Promotion and membership campaign	5,168,515	5,216,050
Telephone and postage	4,539,633	4,955,319
Interest	8,470,957	6,195,551
Total expenses	619,910,396	562,714,788
Income from operations	44,815,366	46,175,938
Nonoperating gains:		
Gain on sale of assets	1,412,319	83,993
Gain on Officer's Life Insurance Redemption	20,436,763	—
Investment income	712,772	396,435
Other income	587,355	813,679
Total nonoperating gains	23,149,209	1,294,107
Income before income taxes	67,334,575	47,470,045
Income tax expense	259,000	259,000
Net income	67,075,575	47,211,045
Other comprehensive income:		
Net unrealized (loss) gain on derivative agreements	(93,620)	19,478
Comprehensive income	\$ 66,981,955	\$ 47,230,523

See accompanying notes.

Acadian Ambulance Service, Inc.

Consolidated Statements of Stockholders' Equity (Deficit)

	Common Stock	Additional Paid-In Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance at January 1, 2023	\$ 2,820	\$ 102,516,367	\$ (315,359,062)	\$ 282,191,426	\$ 57,572	\$ 69,409,123
Net income	—	—	—	47,211,045	—	47,211,045
Other comprehensive income	—	—	—	—	19,478	19,478
Treasury shares contributed to the ESOP – at cost	—	—	1,342,264	—	—	1,342,264
Fair value adjustment of Treasury shares contributed to the ESOP	—	2,782,932	—	—	—	2,782,932
Stock repurchased by the Company	—	—	(49,733,085)	—	—	(49,733,085)
Balance at December 31, 2023	2,820	105,299,299	(363,749,883)	329,402,471	77,050	71,031,757
Net income	—	—	—	67,075,575	—	67,075,575
Other comprehensive income (loss)	—	—	—	—	(93,620)	(93,620)
Distributions to shareholders	—	—	—	(1,284,160)	—	(1,284,160)
Treasury shares contributed to the ESOP – at cost	—	—	1,017,646	—	—	1,017,646
Fair value adjustment of treasury shares contributed to the ESOP	—	2,346,528	—	—	—	2,346,528
Stock repurchased by the Company	—	—	(166,061,915)	—	—	(166,061,915)
Balance at December 31, 2024	\$ 2,820	\$ 107,645,827	\$ (528,794,152)	\$ 395,193,886	\$ (16,570)	\$ (25,968,189)

See accompanying notes.

Acadian Ambulance Service, Inc.

Consolidated Statements of Cash Flows

	Year Ended December 31	
	2024	2023
Operating activities		
Net income	\$ 67,075,575	\$ 47,211,045
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	33,439,844	28,389,067
Gain on life insurance	(20,436,763)	—
Compensation expense – accrued stock appreciation rights	7,865,853	9,759,000
Compensation expense – ESOP shares contribution	3,364,175	4,125,196
Compensation expense – deferred compensation	18,687,876	11,263,004
Gain on sale of equipment and assets	(1,412,319)	(83,993)
Adjustment to cash surrender value – life insurance	(121,500)	163,301
Changes in operating assets and liabilities:		
Trade accounts receivable	48,959,205	(33,167,753)
Receivables from officers and affiliates, other receivables, and utility deposits	(1,679,105)	(5,709,493)
Supplies inventory, prepaid expenses, and other assets	(2,115,262)	(3,306,123)
Accounts payable and other liabilities	7,387,391	15,060,318
Deferred membership fees and contract services	(271,103)	684,338
Deferred compensation payments	(4,113,201)	(6,904,151)
Change in right-of-use assets and liabilities, net	33,706	(78,865)
Net cash provided by operating activities	156,664,372	67,404,891
Investing activities		
Purchases of property, plant, and equipment	(38,985,260)	(31,115,245)
Sales of equipment and assets	1,625,233	342,494
Premiums paid on life insurance assets	—	(336,000)
Acquisition of businesses	(1,616,925)	(3,852,500)
Proceeds from life insurance	22,383,788	—
Purchases of short-term investments, net	1,331,445	(335,398)
Net cash used in investing activities	(15,261,720)	(35,296,649)
Financing activities		
Proceeds from line of credit	75,000,000	35,000,000
Principal payments on line of credit	(35,000,000)	(10,000,000)
Principal payments on note payable	(1,048,569)	(1,000,783)
Dividend	(1,284,161)	—
Debt issuance cost	(405,432)	(597,517)
Treasury stock purchases	(166,061,915)	(49,733,085)
Net cash used in financing activities	(128,800,077)	(26,331,385)
Net change in cash and cash equivalents	12,602,576	5,776,857
Cash and cash equivalents at beginning of year	14,041,957	8,265,100
Cash and cash equivalents at end of year	\$ 26,644,533	\$ 14,041,957

See accompanying notes.

Don't Drink and Drive
Louisiana
 Don't Litter - Recycle



**PERSONAL
 DRIVER'S LICENSE**

LICENSE ID NO	CLASS	EXPIRATION DATE
004498303	E	07-03-2030

DOB 07-03-1960
 BURKE
 TIMOTHY J
 208 BLACK OAK LANE
 MADISONVILLE, LA 70447-9364

ENDORSEMENTS			RESTRICTIONS		
NONE			NONE		
SEX	HGT	WGT	EYES	AUDIT OFFICE	
M	5' 11"	180	BRO	3472	108

0070030028524101



CLASS: Driver's license
 ENDORSEMENTS: None
 RESTRICTIONS: None

Donor ☐ Y ☐ N / Living Will ☐ Y ☐ N



Holder of license must be 21 years of age or older to utilize the privileges of this license in interstate commerce pursuant to 49 Code of Federal Regulations 394.44

REV 02-10-2015
 07-03



STATISTICS | JAN-DEC. 2024



5,000+ EMPLOYEE-OWNERS

100% EMPLOYEE-OWNED

ACADIAN AMBULANCE SERVICE



ACADIAN TOTAL SECURITY



SAFETY MANAGEMENT SYSTEMS



ACADIAN HEALTH



NATIONAL EMS ACADEMY



AIR SERVICES



Learn more about our services at [Acadian.com](https://www.acadian.com).



Revised Feb. 26, 2025



NATIONALLY
ACCREDITED

P.O. Box 92970 • LAFAYETTE, LA • 70509-2970

AMBULANCE
DISPATCH
511
800-259-1111

ADMINISTRATION
337-291-3333
800-259-3333

BILLING
800-259-2222

Section 2.2 Service Provider License

Sections 2.2:

Acadian has already received preliminary approval of required policies and procedures and is in the final stage of submitting its application to the state.

Section 5-Nature of Proposed Service

5.1 type and Character: Acadian is a 54 year old employee owned EMS service that is CAAS accredited and operates as the largest 911 provider in the state of Louisiana, the largest private provider in Texas and the sole provider of EMS services for the past 25 years in neighboring Jackson County Mississippi. Also becoming the sole provider of EMS services for Harrison County Mississippi in 2024.

Acadian will offer the city both Advanced and Basic Life Support from units that will be based within the city. Acadian has identified and will open a base of operations within the city once our permit is granted. This operation will have local leadership that is supported by neighboring operations. Dr. Stephen Bell is our Medical Director for both Alabama and South Mississippi.

Acadian currently employs staff that are licensed in the state of Alabama and we have received multiple applications from area providers that do not work for any of the currently permitted providers. This means we will be adding EMS staff to the city as opposed to pulling existing providers. Neighboring operations will also offer dual licensed units and staff to support times of heavy demand

Acadian will offer the City Fire Department a dedicated unit on a mutually agreed upon schedule to offer stability to the system along with access for the Fire Department to track those units to improve response times.

Section 5.2 Demand Justification

We were aware of the longstanding challenges within the 911 system and began receiving calls from facilities asking us if we serviced Mobile or would be interested. We met with the City Fire Department and also area hospitals and found there to be a need for additional ambulance services. We have attached letters from two health system hospitals supporting the request. We are offering a partnership with the city' Fire Department to dedicate resources to offer a long term fix for a chronic issue as well as increased assets to help area hospitals decrease the time it takes to move patients. Increasing throughput can shorten ER delays, EMs drop off times and overall patient satisfaction.



Jeffery M. St. Clair
President/CEO

March 18, 2025

Chief James Barber
Chief of Staff
City of Mobile
205 Government Street
Mobile, Alabama 36602-0001

Dear Chief Barber,

Please accept this letter of support for Acadian Ambulance Service to receive a permit to operate in the City of Mobile. Acadian is well known along the Gulf Coast and would be an excellent addition to the stressed services currently being offered in Mobile. You were a great help to us previously when allowing Med-Evac Ambulance to come to town. Things have improved immensely with their help. It is our opinion that another well established, efficiently operated service would be of further great benefit to the hospitals, patients and citizens on Mobile. Thank you for the consideration.

Sincerely,



Jeffery M. St. Clair
President/CEO
Springhill Medical Center

USA HEALTH
UNIVERSITY HOSPITAL

Sheri Salas
2451 University Hospital Drive
Mobile, AL 36617
251-471-7669
April 3, 2025

Acadian Ambulance Service
5749 Susitna Dr. Suite B
Harahan, LA 70123

Dear Acadian Ambulance Service:

On behalf of USA Health University Hospital as the Executive Director for the Transfer Center managing capacity and throughput as well as facility transports, I would like to extend support for you to extend operations into Mobile, AL. An additional EMS provider would only strengthen the ability to keep throughput moving for not only USA Health but all of the medical facilities in our community. Thank you for your interest.

Sincerely,

Sheri Salas

Sheri Salas
Executive Director Patient Care Coordination & Support Services

Personal Data Report

General Descriptors

Name: BURKE, TIMOTHY J
Address: 208 BLACK OAK LANE
MADISONVILLE LOUISIANA 70447
Phone: - - -
Race: W - WHITE
Sex: M
Weight: 180
Height: 5'11"
Hair: BLACK
Email1:
Email2:
Alt. Address:
Danger Desc:

Nick Name:
DOB: 7/3/1960
Age: 65
Eyes: BROWN
Facial:
Ethnic: NON HISPANIC/NON LATINO

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Identifying Numbers

DL State: LA
MID:
FBI:

DL #: 004498303
FP:
JRN:

DL Type: NA
DOC:
SID:

SSN: 439-15-9635

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY: *PN/ab*

DATE: 7/30/25



ACADAMB-03

ECLARK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

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 Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South 500 Dover Blvd Ste.110 Lafayette, LA 70503	CONTACT NAME:	
	PHONE (A/C, No, Ext): (337) 981-7300	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Arch Specialty Insurance Company	21199
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : Westchester Surplus Lines Insurance Co.	10172
	INSURER D : Arch Insurance Company	11150
	INSURER E :	
	INSURER F :	

INSURED
Acadian Ambulance Service, Inc.
Risk Management Department
P. O. Box 92881
Lafayette, LA 70509-2881

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes Prof ☒ Prof: Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			UFL0018186-15	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,650,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,650,000 GENERAL AGGREGATE \$ 3,300,000 PRODUCTS - COMP/OP AGG \$ EACH EMPL GA \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY *Symbol 10 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			TC2J-CAP-5H601551-24(NEU)	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			**SEE ATTACHED**	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	41WC10519308/44WC10519408	10/1/2024	10/1/2025	☒ PER STATUTE ☐ 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
B	Auto-Ambulance (AOS)			TRJ-CAP-9365B696-TIL-24	10/1/2024	10/1/2025	CSL 5,000,000
B	AU-Ambulance (LA/MS)			TJ-EAP-0T011814-TIL-24	10/1/2024	10/1/2025	CSL 4,000,000

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

*Symbol 10: ANY "AUTO" other than those "autos" licensed/certified by the respective state and/or local agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick or injured via stretcher or other mechanical means.

AOS Ambulance Policy: Symbol 10: Only those "autos" you own that are licensed/certified by the respective state and/or local agencies as ambulances in a state other than Louisiana, Mississippi or Texas, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South		NAMED INSURED Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

LA/MS Ambulance Policy: Symbol 10: Only those "Autos" that are Owned Ambulances, Hired Ambulances, and Non-Owned Ambulances classified and registered by the States of LA and MS

TX Ambulance Policy: Symbol 10: Only those "autos" you own that are licensed/certified by the state of Texas and/or local Texas agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means, other than any such "auto" that is operating pursuant to an ambulance permit or registration issued to you in the jurisdiction of Webster, Pasadena, Frisco, Vidor, or Dallas Texas.

Named Insured List:

Acadian Ambulance Service, Inc
Acadian Monitoring Services, LLC (formerly Acadian On Call, LLC)
BSSTWO, LLC
DIY Security, LLC
Acadian Ambulance Service of New Orleans, LLC
Acadian Ambulance Service of Texas, LLC
Acadian Consolidated Campus, LLC
Air Med Services, LLC
Air Med Services, LLC, d/b/a Executive Aircraft Charter Service
Infinity Monitoring Services, Inc.
Safety Management Systems International, LTD
Safety Management Systems, LLC
Safeguard Alarm Systems, LLC
Acadian Total Security, LLC
Acadian Ambulance Service of Tennessee, LLC
Acadian Health, LLC
SMS Ambulance Service, LLC
Acadian Innovative Strategies, LLC
Acadian Ambulance of Alabama, LLC

Inactive Named Insureds:

Acadian Communications, LLC
Calcasieu Medical Transportation, LLC
Lifecare Emergency Medical Services, LLC
Triple R Investors, LLC
America On Watch, LLC

Equipment Policy #MXI9307982454616, Effective 10/1/2024-10/1/2025; Carrier: AGCS Marine Insurance Company

•Limit of Insurance: Equipment Leased, Rented or Borrowed From Other: \$250,000 Per Item; \$250,000 Per Occurrence; \$1,000 Deductible
•Blanket Loss Payee ATIMA

Auto - Texas Ambulance - Policy #TRJ-CAP-3P390793-TIL-24, Travelers Property & Casualty Co of America, Effective 10/01/2024-10/01/2025, Liability Limit \$5,000,000 CSL

Symbol 10: Only those "autos" you own that are licensed/certified by the state of Texas and/or local Texas agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means, other than any such "auto" that is operating pursuant to an ambulance permit or registration issued to you in the jurisdiction of Webster, Pasadena, Frisco, Vidor, or Dallas Texas.

•CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with Other Insurance
•CA T3 40 02 15 Blanket Waiver of Subrogation



ADDITIONAL REMARKS SCHEDULE

AGENCY Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South		NAMED INSURED Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

•IL T4 00 05 19 Designated Person or Organization - Notice of Cancellation or Nonrenewal Provided by Us: Number of days 30: Any person or organization where required by written contract

Auto (NEU) - Policy #TC2J-CAP-5H601551-TIL-24:

- CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance
- CA T3 40 02 15 Blanket Waiver of Subrogation
- IL T4 00 05 19 Designated Entity - Notice of Cancellation/Nonrenewal Provided by Us: "Person or Organization": where required by written contract: Number of Days' Notice of Cancellation": Thirty (30) "Number of Days' Notice of Nonrenewal": Thirty (30)
- CA 20 01 10 13 Lessor - Additional Insured and Loss Payee: Additional Insured (Lessor): Any lessor under a leasing contractor agreement of six months or more that requires you to provide direct primary insurance for the lessor; Designated or Description of Leased Autos: Any Auto Leased for a period of six months or more under a leasing contract or agreement that requires you to provide direct primary insurance for the lessor.

Auto (AOS Ambulance) Policy #TRJ-CAP-9365B696-TIL-24:

- Symbol 10: Symbol 10: Only those "autos" you own that are licensed/certified by the respective state and/or local agencies as ambulances in a state other than Louisiana, Mississippi, or Texas, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means
- CA T3 40 02 15 Blanket Waiver of Subrogation
- CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance
- IL T4 00 05 19 Designated Person or Organization - Notice of Cancellation or Nonrenewal Provided by Us: 30 days: where required by written contract

Auto (LA/MS Ambulance) Policy #TJ:EAP-0T011814-TIL-24:

- Symbol 10 - Only those "Autos" that are Owned Ambulances, Hired Ambulances, and Non-Owned Ambulances classified and registered by the States of LA and MS
- CA T3 40 02 15 Waiver of Transfer or Rights of Recovery Against Others To US: where required by written contract
- CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance

GL/PROF Policy# UFL0018186-15:

- 02 HUS0015 00 02 07 Additional Protected Persons Endorsements: Individuals or Organizations when required by written contract
- 02 HML0049 00 03 07 Waiver of Transfer of Rights of Recovery Against Others to Us: where required by written contract
- Contractual Liability: "Assumed in a contract or agreement that is an insured contract, provided the injury or damage occurs subsequent to the execution of the contract or agreement.", per form 02 HUS0002 00 02 07
- 00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders - All certificate holders where required by written contract
- 02 HUS0022 00 02 07: Employee Benefits Liability Coverage Endorsement: Schedule: Limits of Insurance: \$1,000,000 Each Employee; \$2,000,000 Aggregate; Retroactive date: 09/30/1986
- 00 ML0207 00 11 03 Exclusion Change Endorsement: The Abuse or Molestation exclusion is deleted in its entirety from the Exclusions section of your policy
- Coverage C - Health Care Professional Liability Umbrella Retroactive Date: 09/30/1986
- Healthcare Umbrella - Excess of Retained Limit Coverage Form:
- Coverage C - Health Care Professional Liability - Claims-Made Coverage
- 1. Insuring Agreement: a. We will pay on behalf of the insured the "loss" in excess of the "retained limit" because of "medical professional injury" that results from acts or omissions in the providing of or failure to provide "health care professional services" by or for an insured and to which this insurance applies.

Workers Compensation (AOS) Policy #44WCI0519408:

- WC 00 03 01 A Alternate Employer Endorsement - Alternate employer: Any required by written contract executed prior to injury. Address: Any in Tx and all 3A States where permitted by law. State of special or temporary employment: TX
- WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement (Other than CA): Any Person or Organization where required by written contract



ADDITIONAL REMARKS SCHEDULE

AGENCY Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South		NAMED INSURED Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

- WC 04 03 06 Waiver of Our Right to Recover from Others Endorsement – California: Any Person or Organization where required by written contract
- 00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders: All certificate holders where required by written contract
- 00 ML0087 00 11 10 Notice Of Cancellation - Certificate Holders (Specified Days): 30 days except 10 days for non-payment of premium: All certificate holders where required by written contract
- WC 00 01 06 A Longshore and Harbor Workers' Compensation Act Coverage Endorsement: State: Each state named in Item 3.A. or 3.C. of the Information Page
- WC 00 01 09 C Outer Continental Shelf Lands Act Coverage Endorsement
- WC 00 02 01 B Maritime Coverage Endorsement: Description of Work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels
- Limit of Liability: Bodily Injury by Accident: \$1,000,000 each accident, Bodily Injury by Disease: \$1,000,000 aggregate
- Transportation, Wages, Maintenance, and Cure: Included
- WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endorsement: Employees: All employees, excluding masters and members of crews, not subject to the workers compensation law, State of Employment: Any state named in item 3.A. or 3.C of the information page except HI, MI, NJ, WI; Designated Workers Compensation Law: State of hire
- WC 00 02 03 Voluntary Compensation Maritime Coverage Endorsement: Employees: Master and members of the crews of these vessels. Workers Compensation Law: State of hire. Description of work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels

Workers Compensation (FL) Policy #41WC10519308:

- 00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders: All certificate holders where required by written contract
- 00 ML0087 00 11 10 Notice of Cancellation - Certificate Holders (Specified Days): All certificate holders where required by written contract: 30 days except 10 days for non-payment of premium
- WC 00 03 01 A Alternate Employer Endorsement - Alternate Employer: Any person or organization where required by written contract
- WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement: Any Person or Organization where required by written contract
- WC 00 01 06 A Longshore and Harbor Workers' Compensation Act Coverage Endorsement - FL
- WC 00 01 09 C Outer Continental Shelf Lands Act Coverage Endorsement
- WC 00 02 01 B Maritime Coverage Endorsement: Description of Work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels
- Limit of Liability: Bodily Injury by Accident: \$1,000,000 each accident, Bodily Injury by Disease: \$1,000,000 aggregate
- Transportation, Wages, Maintenance, and Cure: Included
- WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endorsement: Employees: All employees, excluding masters and members of crews, not subject to the workers compensation law, State of Employment: Any state named in item 3.A. or 3.C of the information page except HI, MI, NJ & WI; Designated Workers Compensation Law: State of hire
- WC 00 02 03 Voluntary Compensation Maritime Coverage Endorsement

Excess Liability Policy #G2197920A 020:

- Company: Westchester Surplus Lines Insurance Company
- Limits: \$5,000,000 Occurrence, \$5,000,000 Aggregate, Excess of Underlying
- XSC-27405 (05/09) Waiver of Subrogation Endorsement: where required by written contract
- XSC-27266 (05/09) Ace Catastrophe Liability Plus Policy: --The definitions, terms, conditions, limitations and exclusions of the first policy of "underlying insurance" in effect at the inception date of this policy (as identified in the Declarations), apply to this coverage unless they are inconsistent with provisions of this policy or relate to premium, subrogation, any obligation to defend, the payment of expenses, amounts of limits of insurance, cancellation or any renewal agreement.
- XSW004 (07/10) Schedule A - Schedule of Underlying Insurance:
 - Automobile Liability (Ambulance Units - LA/MS)
 - Automobile Liability (Ambulance - All Other State Except LA, MS and TX)

CITY CLERK'S OFFICE

MOBILE, AL

FR, AUG 1, PM12:24 RCVD



MOBILE FIRE-RESCUE DEPARTMENT

BARRY N. GLISSON
INTERIM FIRE CHIEF

August 22, 2025

Rob Lasky
Executive Director of Public Safety
City of Mobile

Re: Acadian Ambulance Service of Alabama

Dear Director Lasky:

I was tasked with investigating the truthfulness of the information in the Application submitted by Acadian Ambulance Service to the city of Mobile. Below are my findings and facts to the best of my knowledge.

Currently we have two Ambulance companies operating in the City of Mobile that alternate response to Non-emergent BLS calls for Mobile Fire-Rescue. While looking at their reliability this morning for the past week (7 days) they are each running around 94%, which is an impressive improvement from where we were several weeks ago and makes a positive impact in relation to Mobile Fire-Rescue ALS units being available to respond to emergent calls. In relation to the question of public convenience and necessity, I do not know the total demand of the current two companies in relation to direct calls, 911 dispatches, interfacility transfers, out-of-town transfers, staffing, etc. Acadian Ambulance Service did submit letters of support for their services in Mobile, AL from Springhill Medical Center as well as University Hospital.

Acadian Ambulance Service is an accredited agency of the Commission on Accreditation of Ambulance Services (CAAS) and has been in the Ambulance business for over 54 years, currently showing staff over 4,000 employees, fixed wing and rotary wing capabilities, with operations in multiple cities in 4 states. They state they are ready to begin serving the citizens of Mobile. The company can provide ambulance service to the citizens of Mobile with over 54 years of experience delivering these services.

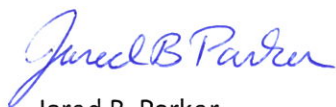
Acadian Ambulance Service shows to have the assets, qualifications, and financial backing needed to begin work within the city. Within their application they have submitted 2 letters of support from Springhill Medical Center and University Hospital, located in Mobile, AL.

Acadian Ambulance Service of Alabama has had no judgements to satisfy because of injuries received by negligent operation of the ambulance. Included in their application they are insured as well as seemingly they would have the financial ability to respond to damage to property resulting from the negligent operation of an ambulance.

Acadian Ambulance Service is an accredited agency of the Commission on Accreditation of Ambulance Services (CAAS), the intent on this accreditation is to define a "gold standard" for the medical transportation industry. Acadian Ambulance Service of Alabama would ensure all ambulance apparatus and personnel would meet or exceed the requirements of Alabama Department of Public Health Office of EMS as well as the standards set forth in the City Ordinance as well as Policy 3080: Private Service Ambulance Policy.

I have reviewed the application submitted by Acadian Ambulance Service of Alabama and provided supplemental information that was able to be gathered. To my knowledge and per investigation, I find all information submitted to be truthful.

Sincerely,



Jared B. Parker
District Chief of EMS
Mobile Fire-Rescue Department

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
AN AMBULANCE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Acadian Ambulance Service**, to operate an **ambulance** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **November 12, 2025**, at 11:00 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

From: [City Clerk](#)
To: [Pafenbach, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, November 6, 2025 7:42:21 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, November 5, 2025 3:37 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Rev. Aarif G. Bradley
Date To Address Council: 2025-11-11
Address: 5799 Southland Drive, Apt 7306 Mobile, AL 36693
Email: pastor@mtsinaimobile.com
Phone: 3016132985
Subject And Specific Questions: Interdenominational Ministerial Alliance
Pertain To City Business: My remarks pertain to city business as I wish to introduce myself as the new President of the Interdenominational Ministerial Alliance and to affirm our organization's commitment to collaborating with the Mobile City Council and the new Administration to advance the well-being and progress of the City of Mobile and its residents.
Signature: Aarif G Bradley
Signature Verify: X
Agree: X
Date Submitted: 2025-11-05 15:37:10

This submission was recieved from your website <https://www.cityofmobile.org/>

CITY CLERK DEPARTMENT

2025 NOV -6 AM 11: 18



ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Marion T. Dyas Date: 11/6/2025
Address: 11210 West Bay Rd
Phone: 251-223-0314 Email: — I cannot access Email
Date to Address City Council: November 12, 2025
Subject and/or specific questions (must complete):

I would like to request that the City Council
endorse and help promote the establishment
of prayer service on New Year morning at
Waterfront Park
How does this pertain to city business (must complete):

I believe it is the most important step that
the leadership of Mobile could take in
ensuring success and blessings on Mobile
and residents of Mobile's surrounding areas

Signature:

PS I would also like to ask
that the condition and rehabilitation of Bankhead Tunnel
be addressed immediately. Even though it's not the condition

Page 47 of 1700

and upkeep many not officials fall to the
City of Mobile, the Safety of it is certainly
a concern of people living, working
& visiting Mobile.

From: [RJHILL II](#)
To: [Pafenbach, Lana](#)
Subject: Re: 11/4 Agenda
Date: Thursday, November 6, 2025 1:55:05 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Madam Asst. City Clerk,

Good afternoon. I hope that all is well with you. This is a formal request to be added to the 11/12 Agenda.

I shall Present the following Items:

- * Continue Petition from last week;
- * Offer recommendations for Blight related matters and findings from the Committee Meeting of the Whole;
- * Inquire on the precedent of Agenda Item Sponsorships.

Thank you for your attention to this matter. See you all on Wednesday.

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748



On Thu, Oct 30, 2025 at 1:55 PM RJHILL II <rhills4tf@gmail.com> wrote:

Madam Asst. City Clerk,

Greetings! I hope that all is well with you. This is a formal request to be added to the upcoming Agenda.

I shall Present the following Items:

- * Recommend Amendment(s) to Council Rules Sec(s). 2-51, 2-52, 2-56, 2-62, 2-63, and 2-70;

- * Recommend Ordinance pertaining to the Approval of an Administration's Executive Staff and varying Board/Commission Appointments nominated by a Mayor;

- * Request updated Plans for Unassigned Fund Balance (or similar fiscal lines), Vehicle Inventory List, and Evaluation Report on Performance Contracts and Discretionary Spending.

Thank you for your attention to this matter. I will see you all on Monday and Tuesday.

Kindest Regards,

Reginald J. Hill, II - M. Ed.

Founder/Executive Director (Chairman)

"Success 4 the Future"

P. O. Box 395

Mobile, AL 36601

www.s4tf.org

rhills4tf@gmail.com

256.665.6748





AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Ordinance to adopt Chapter 52 Real Property Maintenance and Enforcement Article VIII.
Vacant Structure Registry for Henry Aaron Loop

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Vacant Structure Registry 2025-09-04 - clean copy (tcl)

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

ORDINANCE TO ADOPT CHAPTER 52 – REAL PROPERTY MAINTENANCE AND ENFORCEMENT ARTICLE VIII. VACANT STRUCTURE REGISTRY FOR THE HENRY AARON LOOP

ARTICLE VIII. VACANT STRUCTURE REGISTRY FOR THE HENRY AARON LOOP

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, AS
FOLLOWS:**

VACANT STRUCTURE REGISTRY

Sec. 52-200. Adoption.

There is hereby adopted a vacant structure registry code for the Henry Aaron Loop in the City of Mobile.

Sec. 52-201. Purpose.

- (a) The city has determined that uninspected and unmonitored vacant commercial structures in the Henry Aaron Loop (i) present a fire hazard; (ii) are often utilized by vagrants and transients (including drug abusers and traffickers) as dangerous and unsafe temporary shelters; (iii) detract from private and/or public efforts to rehabilitate or maintain surrounding buildings; and (iv) require additional regulation and services to protect the health, safety and welfare of the public.
- (b) Under this Article, Owners of vacant commercial structures in the Henry Aaron Loop must register such vacant structures with the city, pay a vacant structure registration fee as set forth herein, and otherwise conform to the requirements of this vacant structure code.
- (c) It is the intent of this Article that, through a registration, inspection, and monitoring process, and other improved public safety efforts, vacant commercial structures in the Henry Aaron Loop will be kept weathertight and secure from trespassers, will provide safe entry to police officers and firefighters in times of emergency, will not impede private and/or public efforts to rehabilitate or maintain surrounding properties, and will not otherwise present a public nuisance.
- (d) It is the city's further intent for the provisions of this Article to supplement Chapter 52 Article II, Abatement of Unsafe Buildings and Structural Nuisances, by placing the responsibility to register and maintain a vacant commercial structure on the Owner of the structure before a condition of the structure becomes unsafe or a public nuisance.

Sec. 52-202. Definitions.

- (a) For purposes of this Article, the following words and phrases shall have the meanings respectively ascribed to them as follows:

-
- (1) *Actively marketed*: A property is being "actively marketed" when its Owner is, in good faith, doing those things and performing those activities standard and effective in the industry necessary to sell or lease a structure, including, but not limited to, using the services of a realtor licensed in the State of Alabama, or advertising the availability of the structure for sale or lease.
 - (2) *Boarded*: A Vacant Structure shall be deemed to be "boarded" if in place of one or more exterior doors, other than a storm door, or of one or more windows, there is a sheet or sheets of plywood or similar material covering the space for such door or window, in compliance with Mobile City Code, Section 52-1, Property Maintenance Code Boarding Methods.
 - (3) *Code official*: The city's code official, as defined in Section 52-22 of this Chapter, or his or her designee.
 - (4) *Commercial structure*: Any structure used or intended to be used to generate revenue. Commercial structures include structures leased to tenants who occupy the property for non-commercial uses such as residences or offices of non-profit organizations.
 - (5) *Director*: The City of Mobile official designated by the Mayor as the person to whom the Code Official reports, either directly or through the chain of command.
 - (6) *Henry Aaron Loop*: That geographic area within downtown Mobile bounded by Beauregard Street on the north, Water Street on the east, Canal Street on the south, and Broad Street on the west.
 - (7) *Occupy/occupied/occupies*: Any building or structure shall be deemed to be "occupied" if one or more persons conducts a lawful business or lawfully resides in the building as the licensed business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same.
 - (8) *Open*: A Vacant Structure shall be deemed to be "open" if any one or more exterior doors other than a storm door is broken, open, and/or closed but without a properly functioning lock to secure it; if one or more windows is broken or not capable of being locked and secured from intrusion; if any other opening in the structure allows entry into the structure by an unauthorized person; or any combination of the same.
 - (9) *Owner*: Any person, agent, firm or corporation having legal title to the real property, including any mortgage holder, bank, lien holder, company, institution, individual or other entity listed in the records of the office of the judge of probate of the county, and/or the estate of any deceased owner(s), and/or the last assessed owner in the property tax records of the Mobile County Revenue Commissioner with the legal right to enter the property.
 - (10) *Square footage*: The gross interior floor area of the structure measured to the exterior face of perimeter walls, including basements and mezzanines, but excluding structured parking and unenclosed exterior areas.
 - (11) *Vacant Structure Registry*: The structure registry created pursuant to this Article, specifically by section 52-204(a).
 - (12) *Vacant Structure*: A commercial structure on a parcel of real property that either:

-
- (A) Has, for a continuous period of at least six (6) months, lacked regular, lawful occupancy by persons entitled to be on the premises, excluding intermittent, token, or incidental presence not amounting to bona fide use; or
 - (B) Has had substantially all lawful business operations cease for at least six (6) months.

For purposes of this definition, if a discrete floor or other separately occupiable portion of a building has a current Certificate of Occupancy (CO) and is actively occupied, that occupied portion is not a Vacant Structure; however, any vacant portions of the building must be protected by fire-alarm systems that comply with Section 52-209(a)(5).

Sec. 52-203. Applicability, obligation to register, automatic registration, exemptions.

- (a) *Applicability and obligation to register.* Except as provided in subsection (c) below, this Article is applicable to all Vacant Structures and their Owners in the Henry Aaron Loop in the City of Mobile. It is the obligation of the Owner of any Vacant Structure to register it with the Code Official in accordance with the provisions of section 52-204. Registration shall be required for all Vacant Structures, whether vacant and secure, vacant and open or vacant and boarded. Vacant Structures shall be registered on or before 30 days after becoming a Vacant Structure, unless exempt under subsection (c) below. The registration of a Vacant Structure and the payment of registration fees do not exonerate the Owner, agent, or responsible party from compliance with any other building code or zoning requirement.
- (b) *Registration by Code Official.* When the Code Official has reason to believe a structure is a Vacant Structure that the Owner has failed to register, a notice will be posted on the subject structure stating that the Code Official has reason to believe that the structure is a Vacant Structure and directing the Owner to either (i) register the structure in accordance with the provisions of this Article or (ii) provide the Code Official evidence demonstrating that the structure is not a Vacant Structure. In addition to posting a notice on the suspected Vacant Structure, the Code Official shall, by certified mail; if undeliverable, by first-class mail; send a copy of the same notice to the Owner(s) of the property listed in the records of the Revenue Commissioner of Mobile County, or other records readily available to the City. If, 30 days after posting and mailing, the Owner has neither registered the property in the Vacant Structure Registry nor demonstrated to the satisfaction of the Code Official that the property is not a Vacant Structure, the Code Official shall add the structure to the Vacant Structure Registry using the information of record. In addition to all other fees, Owners of properties registered by the Code Official under this section shall owe a failure to register fee under Section 52-204 (d) (4).
- (c) *Exemptions.* The following are exempt from the requirements of this Article:
 - (1) Any building owned by the city, county, state, or federal government.
 - (2) Buildings under construction or property that, in the reasonable discretion of the Code Official, is being actively renovated or rehabilitated; provided, this exemption shall be available for no more than 18 months, unless the Owner provides written justification satisfactory to the Code Official to extend the exemption.
 - (3) Actively Marketed Vacant Structures; provided, this exemption shall be available for no more than six (6)

months, unless the Owner provides written justification satisfactory to the Code Official to extend the exemption.

- (4) Vacant Structures that are vacant due to fire damage or damage caused by an extreme weather event; provided, this exemption shall be available for no more than six (6) months following the fire or extreme weather event, unless the City Council by resolution extends the exemption period due to a major disaster affecting numerous properties in the Henry Aaron Loop.
- (5) Actively Marketed commercial structures in the Henry Aaron Loop purchased through an arm's length transaction for up to twelve (12) months following the date on which the purchase closes.
- (6) Mixed-Occupancy Buildings. A building containing one or more Vacant Areas is not required to register under this Article if: (i) at least one discrete area of the building holds a current Certificate of Occupancy (CO) and is actively occupied; and (ii) all Vacant Areas comply with §52-209(a)(5), provided that the occupied area constitutes at least twenty percent (20%) of the building's gross leasable floor area or ten thousand (10,000) square feet, whichever is less.

Sec. 52-204. Registry, registration information, amending information, fees, dedicated account, publication.

- (a) *Registry created.* The Vacant Structure Registry is hereby created. The Code Official is hereby authorized to create, compile, monitor and enforce the Vacant Structure Registry. The city finance department is authorized to aid and assist the Code Official with the administration and collection of fees and other matters related to this Article.
- (b) *Registration information.* Owners of property(ies) on which one or more Vacant Structures are located shall register the same with the city on a form supplied by the city. The registration form will require the following information, at a minimum:
 - (1) The street address of the Vacant Structure(s);
 - (2) The type of Vacant Structure(s);
 - (3) The square footage for each Vacant Structure;
 - (4) The name, residence address, business address, email address, telephone number, and mobile telephone number of all Owners of the Vacant Structure;
 - (5) The name, address, e-mail address, telephone number, and mobile telephone number, of all persons authorized to make or order repairs or services for the Vacant Structure;
 - (6) If an Owner resides or is domiciled outside the city, the name, address, e-mail address, mobile number and telephone number of a person located within the city who is designated to accept legal notices or service of process on matters concerning the Vacant Structure;
 - (7) If the Owner is a corporation or a limited liability company, the name(s), address(es), and telephone

-
- number(s) of an officer or agent of the corporation or limited liability company designated to accept all legal notices of fees due or services of process with respect to the Vacant Structure;
- (8) If the Owner is an estate, the name, address and telephone number of the executor of the estate;
 - (9) If the Owner is a trust, the name, address and telephone number of the trustee(s) designated to accept all legal notices of fees due or services of process with respect to the Vacant Structure;
 - (10) If the Owner is a partnership, the names, addresses and telephone number of all partners with an interest of ten percent or greater;
 - (11) If the Owner is any other form of unincorporated association, the names addresses and telephone numbers of all principals with an interest of ten percent or greater;
 - (12) Proof of a liability insurance policy in force for protection against damage to persons and property, so as to ensure that the purposes of this Article are met;
 - (13) Proof of a fire protection system(s) maintained and monitored in accordance with the International Fire Code 2021 Edition Section 901.6, as currently enacted or as hereafter amended.
 - (14) Proof of a plumbing system that either complies with city plumbing and building codes or is properly closed off and secured from infestation by rodents and insects.
 - (15) The Owner's plan for maintenance and repair of the Vacant Structure(s), including the time within which the Owner anticipates completion of all repairs necessary to bring the Vacant Structure(s) into compliance with the city building code.
- (c) *Amending information.* If the registration information collected in accordance with this section changes or becomes inaccurate during any calendar year, it is the responsibility of the Owner, responsible party or agent for the same to contact the Code Official within 30 days of the occurrence of such change and advise the city of those changes in writing.
- (d) *Fees.* There shall be a fee for each Vacant Structure subject to registration on the Vacant Structure Registry. The fees shall be remitted to the Code Official for deposit into a dedicated fund as defined in paragraph (e) below, as follows:
- (1) For commercial structures used as residences with one to three units;
 - (i) For the first year, \$250.
 - (ii) For the second year, \$500.
 - (iii) For the third year, \$750.
 - (iv) For each subsequent year, \$1,000.
 - (2) For commercial structures used as residences with four to six units, and mixed commercial use and residential use of two to three residential units;
 - (i) For the first year, \$500.
 - (ii) For the second year, \$1,000.

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- (iii) For the third year, \$1,500.
 - (iv) For each subsequent year, \$2,000.
 - (3) For commercial structures used as residences with seven or greater units, and mixed commercial use and residential use with four or greater units:
 - (i) For the first year, \$1,000.
 - (ii) For the second year, \$2,000.
 - (iii) For the third year, \$3,000.
 - (iv) For each subsequent year, \$4,000.
 - (4) For commercial structures without any residential units, the greater of:
 - (i) For the first year, \$1,000 or \$0.05 per square foot.
 - (ii) For the second year, \$2,000 or \$0.10 per square foot.
 - (iii) For the third year, \$3,000 or \$0.15 per square foot.
 - (iv) For each subsequent year, \$4,000 or \$0.20 per square foot.
 - (5) In addition to the above registration fees, for Vacant Structures that are registered by the Code Official under Section 52-203 (b), a failure to register fee of \$500.00.
 - (6) The Vacant Structure shall be registered prior to the issuance of any building permits for that structure, except for a demolition permit.
 - (e) *Dedicated account.* All fees collected pursuant to this Article shall be deposited into a fund known as the Vacant Structures Registry Fund and shall be appropriated to the city's Tax Increment Finance District 1 Fund, and therefore used solely to repair, rehabilitate or stabilize Vacant Structures, to administer this Article, in an effort to support economic development, property rehabilitation and blight reduction in the Henry Aaron Loop. All amounts remaining in the Vacant Structures Registry Fund at the end of the fiscal year shall not lapse but shall retain their dedication to the purposes of the Fund.
 - (f) *Publication.* The city may, from time to time and in its reasonable discretion, publish or disclose certain information contained in the Vacant Structure Registry, including, but not limited to:
 - (1) General demographic information about Vacant Structures registered on the Vacant Structure- Registry;
 - (2) The address of Vacant Structures on the Vacant Structure Registry;
 - (3) The Owners of each Vacant Structure;
 - (4) The amount of time any Vacant Structure has been on the Vacant Structure Registry; and
 - (5) The amount of any delinquent fees due under this Article, or otherwise due to the city for any Vacant Structure.

The City shall not publish personal telephone numbers, personal e-mail addresses, individual residential mailing addresses, or other information protected from disclosure by law of natural-person Owners listed on the Vacant Structure Registry.

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- (g) *Changes in ownership.* A change in ownership of a Vacant Structure shall not remove the Vacant Structure from the Vacant Properties Registry or from complying with the requirements of this Article, nor shall it restart the period of exemption in subdivision (3), or (5), subsection (c) of section 52-203 of this Code. Fees arising under this article shall continue to accrue at the applicable rate until the structure either no longer constitutes a Vacant Structure or qualifies for an exemption, all transfers of ownership notwithstanding. All fees arising under this article shall run with the property and failure to pay such fees may result in the city filing a lien that attaches to the property. Such liens shall be municipal code liens enforceable in rem pursuant to Ala. Code §§ 11-40-62 through 11-40-69.

Sec. 52-205. Right of appeal.

- (a) *Request for reconsideration.* The Owner shall have the right to request reconsideration by the Director of (i) the imposition of the registration fees imposed by this Article and/or (ii) the designation of a building as a Vacant Structure, by filing a request for reconsideration in writing to the Director no later than 15 calendar days after the date of the notice to the Owner that a property has been placed on the Vacant Structure Registry pursuant to section 52-203(b) or that fees are due under this Article. On the request for reconsideration, the Owner shall bear the burden of providing satisfactory proof that the building is occupied, that the building is not a Vacant Structure, or that the building is a Vacant Structure but exempt from registration.
- (b) *Director's determination.* Within 30 days, or as soon thereafter as is practicable, after the Director receives a request for reconsideration pursuant to section 52-205(a) above, the Director will contact the Owner(s) and afford them the opportunity to meet in person or virtually to present their request for reconsideration. Within 30 days, or as soon thereafter as is practicable after consideration of all information provided by the Owner, the Director shall grant or deny the request in writing and provide the Owner with a copy of the decision.
- (c) *Appeal of Director's decision.* If the Owner receives an unfavorable decision from the Director, the Owner may appeal that decision to the City Council for review at a public hearing, which may be conducted during a regularly scheduled City Council meeting. Within 15 days following the date of the notice of the Director's decision, an Owner may file a written appeal with the City Clerk, indicating the portion of the decision he or she claims is inaccurate or incorrect. As soon as practicable after receiving the appeal, the City Clerk will request a copy of the record from the Director and, following receipt of the record, will schedule a public hearing to consider the appeal. Notice of the public hearing shall be provided to the Owner who shall be afforded the opportunity to appear in person and be heard. As soon as practicable after conclusion of the public hearing, the City Council will determine whether the decision of the Director properly applied the provisions of this Article and will affirm the decision if it finds that the Director properly applied the provisions of this Article and the decision is supported by substantial evidence.
- (d) An Owner may appeal a decision of the City Council made pursuant to section 52-205(c) above, within thirty (30) days of its issuance to the Circuit Court of Mobile County.

Sec. 52-206. Penalties for Violations of this Article.

The failure or refusal of any Owner to register a Vacant Structure as required by this Article, knowingly providing false information or withholding information required to be provided by the registration requirements, or failure to comply with any of the provisions of this Article shall constitute a misdemeanor

offense, punishable upon conviction thereof by a fine of up to \$500, imprisonment for a period not to exceed six (6) months, and other penalties in accordance with Chapter 1 Article II of the Mobile City Code for each violation. Each month that an Owner knowingly fails or refuses to register a vacant structure as required by this Article shall be a separate violation. Criminal enforcement under this section is reserved for willful or repeated violations; nonpayment of fees may be pursued through civil remedies, including liens, under Section 52-208.

Sec. 52-207. Inspections, monitoring, corrective action.

- (a) At the time of registration, or at any time thereafter, the Code Official shall determine whether an inspection of a Vacant Structure is necessary to identify any conditions that present a threat to public safety.
- (b) The Code Official is authorized to conduct inspections of structures on the Vacant Structure Registry, and, to the extent feasible under the circumstances to take reasonable steps to ensure the structure (i) complies with the security and maintenance regulations for Vacant Structures in Section 52-209; (ii) is being kept weathertight and secure from trespassers; (iii) provides for safe entry to police officers and firefighters in times of emergency, (iv) does not impede private and/or public efforts to rehabilitate or maintain surrounding properties; (v) and does not present a public hazard. Inspection may be a visual inspection of the exterior of the vacant structure by the Code Official or his/her designee.
- (c) If the Code Official determines that an internal inspection is necessary, he/she will make a reasonable effort to locate the owner, the owner's authorized agent, or other person having charge or control of the structure (herein referred to collectively as the "Owner") and request entry. If the Owner fails or refuses to grant entry, the Code Official shall have recourse to the remedies provided by law to secure entry.
- (d) Any corrective action required to abate unsafe buildings and structural nuisances shall proceed under Article II of this Chapter 52.

Sec. 52-208. Non-payment; collection; municipal code liens.

- (a) Personal obligation; civil action. Except for Owners who have properly perfected an appeal under §52-205, any registration, renewal, or other non-penalty fee due under §52-204 constitutes a debt due to the City. The City may commence a civil action to collect any unpaid amount. Nothing herein limits the City's ability to assess late charges authorized by this Article.
- (b) Municipal code liens (civil penalties; enforcement/abatement costs). In lieu of, or in addition to, a civil action, the City may, upon nonpayment, record a Notice of Municipal Code Lien against the real property for any civil penalty imposed under this Article and any enforcement or abatement costs incurred to secure, inspect, re-inspect, board, clean, or otherwise remedy violations of this Article, consistent with Ala. Code §§11-40-62 through 11-40-69. Such municipal code liens do not include routine registration or renewal fees.
- (c) Recording; interest; priority; owner-occupied exclusion. Upon recordation in the Office of the Judge of Probate, a municipal code lien shall bear interest at seven and one-half percent (7.5%) per annum from the date of filing and shall be superior to all liens except tax liens, as provided in Ala. Code §§11-40-62(4) and 11-40-63(b). Owner-occupied real property is excluded from in-rem enforcement as provided in §11-40-63(a).

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- (d) Notice of nonpayment. Prior to recording a municipal code lien or filing suit, the City shall provide written notice by certified mail to the Owner at the address of record; if undeliverable, the City may provide notice by first-class mail and posting a conspicuous notice on the structure.
 - (e) Foreclosure of municipal code liens. Municipal code liens may be enforced by judicial in-rem foreclosure pursuant to Ala. Code §§11-40-64 through 11-40-69 and City Code §52-139.
 - (f) Other lien authorities unaffected. This section does not limit the City's authority to assess and enforce assessment liens arising from unsafe structure abatement under Ala. Code §11-53B-1 et seq. or weed liens under Ala. Code §11-67-1 et seq., when those statutes are invoked.

Sec. 52-209. Vacant structure security and maintenance regulations.

- (a) It shall be the responsibility of the Owner of a Vacant Structure to ensure the following:
 - (1) Vacant Structures shall be secured so as not to be accessible to unauthorized persons. Securing of Vacant Structures includes, but is not limited to, closing and locking windows, doors, walk-through, sliding, and garage doors/gates, and any other opening that may allow access to the interior of the property and/or structures. In the case of broken windows securing means re-glazing or boarding the windows.
 - (2) The Owner shall ensure that the property on which the structure is located is continuously in compliance with the requirements of this Article and all applicable provisions of the city's building code.
 - (3) The Owner of a Vacant Structure shall perform or provide for the performance of periodic maintenance, including but not limited to grass cutting or leaf removal on a timely basis.
 - (4) The Owner shall maintain a policy of liability insurance with coverage for not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate protecting against injury or damage to person or property arising from the Vacant Structure and shall provide the Code Official proof of insurance upon request.
 - (5) The Owner shall ensure that the Vacant Structure is at all times protected by a fire alarm system(s) that detects fires, transmits alarm signals to the public safety answering point (PSAP) via a UL-listed central station and is continuously monitored, maintained, and inspected as required by the International Fire Code 2021 Edition Section 901.6 and NFPA 72, as currently enacted or as hereafter amended. The system shall be supported by a dedicated power source. If the power source is electricity, it must comply with the city's electrical code.
 - (6) The Owner shall ensure that the Vacant Structure has a plumbing system that either complies with the city's plumbing and building codes or is properly closed off and secured from infestation by rodents and insects.
 - (7) The Owner shall install and maintain a Knox Box, type and mounting location as required by the Fire Code Official.
 - (8) The Owner shall ensure that the Vacant Structure and surrounding property have exterior lighting as required by the Code Official.

Sec. 52-210. Relation to other codes and laws.

It is to be understood that the intent and purpose of this Article are separate and distinct from other parts and sections of this City Code and the general laws of the State of Alabama which may also be applicable. The provisions of this Article are applicable to the Owners of such Vacant Structures as set forth herein and are in addition to and not in lieu of all other applicable provisions of this City Code. Where a condition constitutes an unsafe building or structural nuisance under Article II of this Chapter, enforcement, abatement, and cost recovery shall proceed under Article II; this Article addresses registration, inspection, and monitoring of vacant structures before such conditions arise or in parallel where appropriate.

Sec. 52-211. Severability.

The provisions of this Article VIII are severable. If any part of this article is held to be invalid by a court of competent jurisdiction, the remaining provisions of this chapter and of this article shall remain in full force and effect.

Sec. 52-212. Effective Date

This Article shall be effective the first day of the first month commencing six (6) months following its adoption.

Sec. 52-213. Review.

Within twenty-four (24) months after the effective date of this Article, the Director shall report to the City Council on compliance, costs, and outcomes in the Henry Aaron Loop and recommend whether to (i) continue, (ii) modify, or (iii) expand the program citywide.

ADOPTED:

City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
Of a Previously Approved Planned Unit Development
For Property located at 600, 700, and 800 West I-65 Service Road, South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 30, 2025**, a public hearing will be held on the **4th** day of **November**, 2025, at 10:30 a.m., to consider adoption of an ordinance to modify a previously approved Planned Unit Development for property located at 600, 700, and 800 West I-65 Service Road, South to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development was approved on August 15, 2019 allowing shared access and parking between three (3) building sites located at 600, 700 & 800 West I-65 Service Road South and described as follows:

LOTS 1, 2 AND 3, RESUBDIVISION OF LOT 2, SHREE MAHESH SUBDIVISION ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NO. 2019015328 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

WHEREAS, on July 17, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on September 18, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;

3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 4th day of November, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 8th day of October, 2025

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 600, 700 & 800 West I-65 Service Road South.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on August 15, 2019. The owner of said property has applied for a Major Modification of the PUD **allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking**, subject to the following proposed conditions: 1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation; 2. Retention of the 25-foot front yard setback along West I-65 Service Road South; 3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan; 4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC; 5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting; 6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information; 7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards; 8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet; 9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council; 10. Compliance with all Engineering comments noted in the staff report; 11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report; 12. Compliance with all Urban Forestry comments noted in the staff report; 13. Compliance with all Fire Department comments noted in the staff report; 14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 15. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development was approved on August 15, 2019 allowing shared access and parking between three (3) building sites located at **600, 700 & 800 West I-65 Service Road South** and described as follows:

LOTS 1, 2 AND 3, RESUBDIVISION OF LOT 2, SHREE MAHESH SUBDIVISION ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NO. 2019015328 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

WHEREAS, on July 17, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **September 18, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
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9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
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5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;

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14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

**Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard
Nexsen, PC, Agent)
600, 700 & 800 West I-65 Service Road South
Council District 5
Joel Daves**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

September 25, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **September 18, 2025**, considered the request of **Ken Patel, A & R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)**, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking, for the property located at **600, 700 & 800 West I-65 Service Road South**.

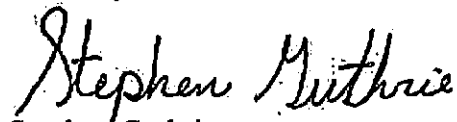
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;

8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf

Attachments

September 24, 2025

HAND DELIVERED

Logan Anderson
City of Mobile Planning and Zoning Office
3rd Floor, South Tower, Government Plaza
Mobile, AL 36602

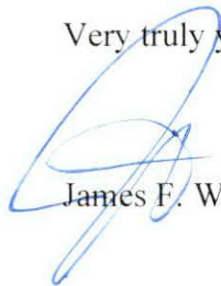
Re: A & R Development Group, LLC
Airport Apartments City Council hearing

Dear Logan:

Enclosed is our firm's check in the amount of \$721.63 for: Advertising fee – Airport Apartments City Council hearing.

Please give me a call if you have any questions regarding this matter.

Very truly yours,



James F. Watkins

JFW/lbr

Enclosure



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 23, 2025

Ken Patel
A & R Development Group, LLC
1381 W. Fairway Drive
Gulf Shores, Alabama 36542

Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

Dear Applicant(s)/ Property Owner (s):

At its meeting on September 18, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;
7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting, noting that the Planning Commission approved 5,408 square feet of frontage landscape area in lieu of the required 25,258.32± square feet;
9. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report;
13. Compliance with all Fire Department comments noted in the staff report;
14. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
15. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$721.62**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

MOD-003422-2025 600, 700 & 800 West I-65 Service Road South
September 23, 2025

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

A handwritten signature in black ink, appearing to read "Stephen Guthrie", is written over a horizontal line.

Stephen Guthrie

Deputy Director of Planning and Zoning



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Ken Patel
A & R Development Group, LLC
1381 W. Fairway Drive
Gulf Shores, Alabama 36542

Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

Dear Applicant(s)/ Property Owner (s):

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

At the applicant's request the Planning Commission heldover the application to the September 18th meeting to allow the applicant to provide revisions and additional information to the Planning and Zoning Department for review by 12:00 p.m. on August 27th.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025
Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

July 22, 2025

PUBLIC HEARING NOTICE



Re: 600, 700 & 800 West I-65 Service Road South
MOD-003422-2025

Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC,
Agent)

District 5

Major Modification of a previously approved Planned Unit Development allowing
shared access and parking between three (3) building sites, to allow construction of a
multi-family development with 240 dwelling units in multiple buildings across three (3)
building sites with shared access and parking.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025,
at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the
hearing may result in a denial of your request. Please be prepared to present your application
to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to
planning@cityofmobile.org or upload your comments to the case, which can be found under
the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>.
You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via
email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 20,
2025, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

Airport Oaks Apartments (MOD-003422-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Fri 7/18/2025 8:49 AM

To James F. Watkins <jwatkins@maynardnexsen.com>

Cc ken@anrgroup.com <ken@anrgroup.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Good morning,

We have completed our review of the above-referenced Major Modification application. Before the application can be considered complete and scheduled for review, the following items must be addressed:

1. **DWG File Submission:** If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine has been copied on this message.

An invoice for the application fees has been issued. **Please note that the application will not be considered complete until the required information has been submitted and all fees have been processed.**

If all outstanding items are resolved **by noon on July 21, 2025**, the application will be placed on the **August 21, 2025, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

IMPORTANT

The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

600 - 700 Service Road PUD Modification

From James F. Watkins <jwatkins@MaynardNexsen.com>

Date Tue 8/19/2025 11:03 AM

To Anderson, Logan <dlogananderson@cityofmobile.org>; Guthrie, Stephen <stephen.guthrie@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Logan and Stephen – Good afternoon.

My clients have asked that I request a hold over for the above matter at Thursday's PC meeting. They have reviewed the staff report and feel like they need some additional time to address open issues. Also, they have had discussions with their engineers and will need to re-evaluate the location of the pool. I hope to have the revised site plan, addressing staff issues, early next week.

I will be present at the meeting Thursday and will ask for the holdover and also address any questions that may come up from folks who attend.

Thank you for your work on this.

Jay

James F. Watkins

Shareholder | Banking & Credit

P: 251.432.0023 | C: 251.401.1646

jwatkins@MaynardNexsen.com | [vCard](#)

11 North Water Street

RSA Battle House Tower, Suite 24290

Mobile, AL 36602



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its attachments is prohibited. If you have received this e-mail in error, please notify the sender immediately of that fact by return e-mail and permanently delete the e-mail and any attachments to it. Thank you.



Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with seven (7) paper copies of this application by **NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type: Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit.....	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ Conditional Use Permits

Checklist A

☐ Planned Development

Checklist C

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Ken Patel	James F. Watkins
Firm:	A & R Development Group, LLC	Maynard NexsenPC
Phone:	251-747-1461	251-432-0001
Email:	ken@anrgroup.com	jwatkins@maynardnexsen.com
Address:	1381 W. Fairway Dr., Gulf Shores, AL 36542	11 N. Water Street, Suite 24290, Mobile, AL 36602

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	Owner	Design Professional
Name:	Shree Brahma Hospitality, LLC	David English
Firm:		English and Associates Architects, Inc.
Phone:	251-747-1461	404-915-1455
Email:	Ken@anrgroup.com	denglish@englishandassociatesinc.com
Address:	1381 W. Fairway Dr., Gulf Shores, AL 36542	3084 Mercer Univ. Drive, Suite 100, Atlanta, GA 30341

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
700 West I-65 Service Road South, Mobile, AL 36608 **9.4 acres**

Property Address
 12800041, 1723022, 12800042

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
 B-3/District Center

B-3/District Center

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
 I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

Have you provided the required information for the selected uses above? ☐ Yes ☒ No

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- | | |
|---|---|
| ☐ Planning Commission Application
☐ Documentation of compliance with Approval Criteria
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | ☐ Site Plan
☐ Neighborhood Meeting Documentation |
|---|---|

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☐ Yes ☐ No
If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

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5. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

☐ Lighting:

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☐ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

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SUPPLEMENTAL DOCUMENTATION

Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

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SUPPLEMENTAL DOCUMENTATION

Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge.
Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

2. Describe how the proposal is in the City's, larger community's, or neighborhood's best interest and what needs, benefits, or public purposes it serves.

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

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SUPPLEMENTAL DOCUMENTATION

Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No

Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

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SUPPLEMENTAL DOCUMENTATION

Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No
 2. Are there additional employees? ☐ Yes ☐ No
If yes, how many and do they reside at the home?
-

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☒ The following minimum amount of off-street parking must be provided:
 - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
 - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
 - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

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Conditional Use Permit: Daycare/Child (Home Based 7-12 children)

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SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
 - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- | | |
|---|---|
| ☐ Planning Commission Application

☐ Neighborhood Meeting documentation
☐ Boundary Plan | ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
|---|---|

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile:

Future Land Use Map (FLUM) Designation

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☐ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare:

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable:

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B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

2. Describe the surrounding land uses.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

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CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- | | |
|---|---|
| ☐ Planning Commission Application | ☐ Dimensional and Design Standards, per <u>Section 64-2-23.D</u> |
| ☐ Neighborhood Meeting documentation | ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
| ☐ A Concept Plan | ☐ List of Permitted uses, per <u>Section 64-2-23.C</u> |

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

Future Land Use Map (FLUM) Designation

2. Describe how is the application and plan compatible with the character of the surrounding neighborhood.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

4. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
- ☐ Lighting:
- ☐ Hours of operation:

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☐ Other conditions that are unique to the use of the property:

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

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CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

1. Describe how the proposal aligns with the Comprehensive Plan/Map for Mobile:

The Future Land Use Map reflects the site as a District Center. The Map for Mobile states that District Center "serve several surrounding neighborhoods" and "incorporate a mix of housing types...ranging from mid-rise multifamily buildings containing apartments and lofts, to townhomes and detached single family homes." The site will consist of the recently constructed hotel on the northern portion of the site and the new development at hand will entail a variety of residential housing types from townhomes to 1, 2, and 3 bedroom apartments. Site is also in a Priority Investment Area under Map for Mobile.

Business Center

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

The Site will consist of the existing hotel, which is compatible with the other hotels along the I-65 corridor. The proposed mixed housing multi-family development is compatible with the surrounding area, including existing multi-family developments to the west across Montlamar Creek, as well as the south along Airport Boulevard. Additionally, per the Map for Mobile, the site is located in a Priority Investment Area and, as such, is "a priority for realizing Economic Development opportunities".

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

With the approval of a density variance, the overall site - both hotel and residential will remain a compliant, self-contained development while providing easy access to area amenities such as grocery stores, restaurants, retail and medical care. Traffic generated from the site, as re-developed, is expected to be of a similar nature to what is currently produced by the three hotels which once operated at this site.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

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6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
Best Western Puls, to remain, 40ft +/- Existing two hotel buildings to be demolished 24ft +/-, New townhome units - 24ft +/-
2 new multi-family buildings 40 ft +/-

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

With respect to new construction, frontage landscaping will be in compliance with codes and ordinances.

☐ Lighting:

Parking lot lighting and exterior building lighting will be in compliance with all municipal codes and ordinances.

☐ Hours of operation:

Hotel and apartments are 24 hour operations

- ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The proposed development will comply with all local codes and ordinances and is compatible with the overall development of the surrounding area.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

The proposed development complies with both the Map for Mobile and Unified Development Code. Additionally, the plan will provide much needed new housing options for existing and new residents for the City of Mobile. Workforce housing is a priority for the City of Mobile and the Mobile Chamber of Commerce.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Please verify the following documentation is provided:

- ☐ Dated Photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

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Plan Submission Contact Information

Name of Project Airport Oaks Apartment

Address 700 West I-65 Service Road West, Mobile, AL 36608

Owner Shree Brahma Hospitality LLC

Address 1381 W. Fairway Drive, Guld Shores, AL Zip Code 36542

Phone 251-747-1461 Fax _____ Email ryan.patel@anrgroup.com

Authorized Agent James Watkins/ Maynard Nexsen PC

Address 11 North Water Street, Suite 24290, Mobile, AL Zip Code 36602

Phone 251-432-0001 Fax _____ Email jwatkins@maynardnexsen.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect David English, English and Associates Architects, Inc.

Address 3084 Mercer University Dr., Suite 100, Atlanta, GA Zip Code 30341

Phone 404-915-1455 Fax _____ Email denglish@englishandassociatesinc.com

Submitted by:

James F. Watkins

Signature

7/17/2025

Date

Print

Authorized Agent

Affiliation to project/Organization

AN DIOG LLC
1000A CODY RD S
MOBILE, AL 36695

ALABAMA POWER CO C/O
TREASURY/FINANCE
PO BOX 2641
BIRMINGHAM, AL 35202

SPRINGDALE STORES INC
PO BOX 16126
MOBILE, AL 36616

SHREE MAHESH HOSPITALITY LLC
1381 W FAIRWAY DR
GULF SHORES, AL 36542

A & R DEVELOPMENT GROUP, LLC
1381 W FAIRWAY DR
GULF SHORES, AL 36542

SAI RAM Enterprises, LLC
400 S. Beltline Highway
Mobile, AL 36608

TRE HOLDINGS LLC, AN ALABAMA
LMTD LIABILITY CO
1000A CODY RD S
MOBILE, AL 36695

3680 LLC C/O J THOMAS ARENDALL JR
1111 S BELTLINE HWY, STE 202
MOBILE, AL 36606

YESTER OAKS OWNER A LLC UNDIV
46.88% INT, C/O FBE LIMITED LLC
1 STATE ST FL 32
NEW YORK, NY 10004

VIGHNAHARTA LLC
600 W I65 SERVICE RD S
MOBILE, AL 36608

JAMES F. WATKINS
MAYNARD NEXSEN PC
11 N WATER ST, STE 24290
MOBILE, AL 36602

AREC 2 LLC
P.O. Box 29046
Phoenix, AZ 85038



Agenda Item # 1 - HOLDOVER MOD-003422-2025

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

600, 700 & 800 West I-65 Service Road South

Applicant / Agent:

Ken Patel, A&R Development Group, LLC / James F.
Watkins, Maynard, Nexsen, PC

Property Owner:

Shree Brahma Hospitality, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Immediately

Proposal:

- Modification of a previously approved Planned Unit Development

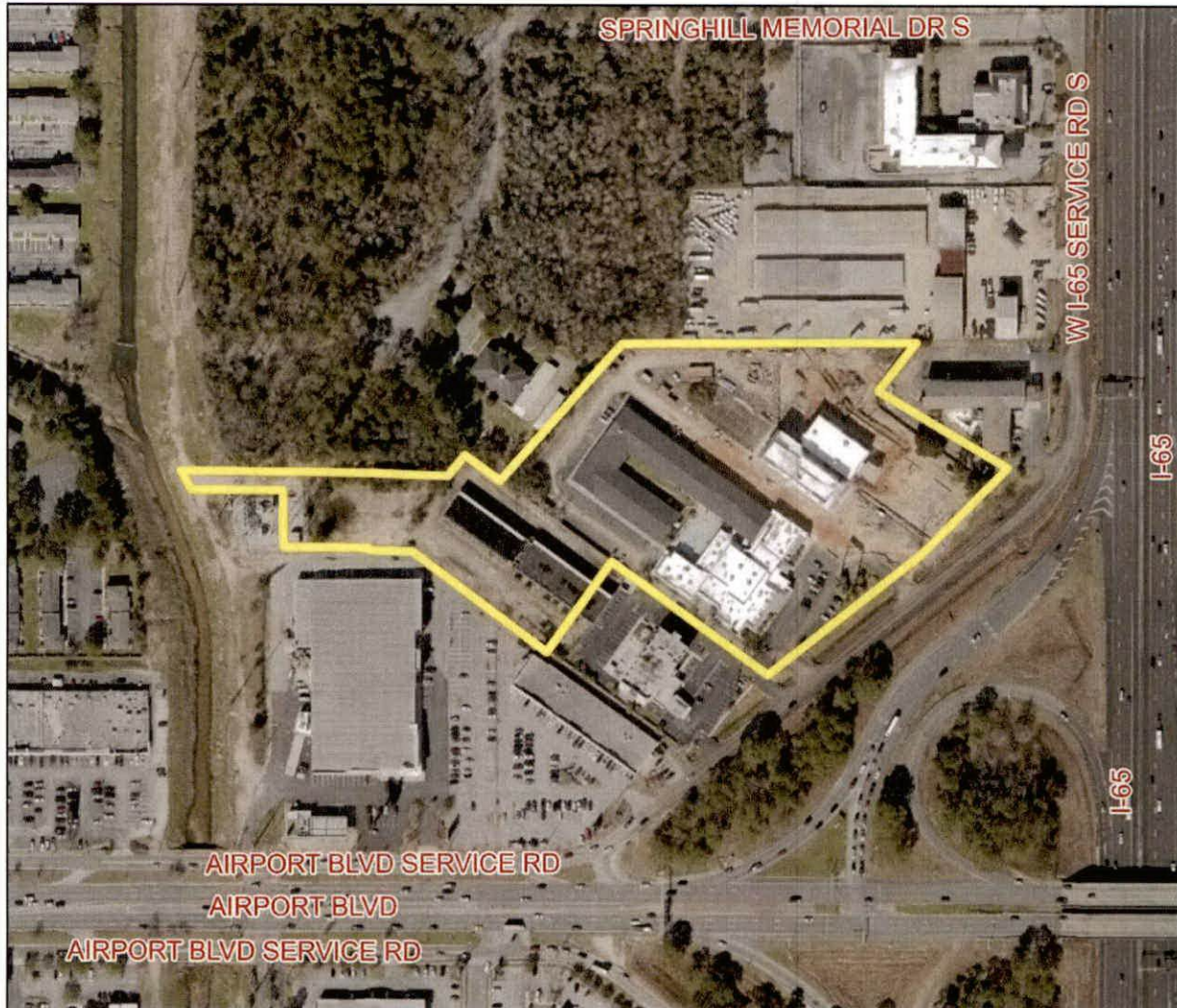
Considerations:

1. Modification of a previously approved Planned Unit Development with sixteen (16) conditions.

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER	<u>1</u>	DATE	<u>September 18, 2025</u>
APPLICANT	<u>Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)</u>		
REQUEST	<u>PUD Modification</u>		


 NTS

HOLDOVER COMMENTS

At the applicant's request, the application was held over from the August 21st Planning Commission meeting to allow time for revisions to the site plan and for submission of additional information to the Planning and Zoning Department for review.

The revised site plan proposes the redevelopment of Lots 1 and 2 of the most recently approved subdivision and Planned Unit Development (PUD)—Shree Mahesh Subdivision—into a 217-unit multi-family residential complex. The development would consist of two (2) residential buildings, a leasing office, a pool with a gazebo and grilling area, a green space with a pet park, and a fire pit. One (1) trash compactor is illustrated on the adjacent Lot 3, presumably for shared use among all three (3) lots; however, the site plan currently notes that the “existing hotel site (Lot 3) is not included.” Because the PUD overlays all three (3) lots and shared access will be maintained, this note should be revised to simply state “Existing Hotel Site.” Other than the proposed trash compactor, Lot 3 would retain its existing configuration and continue to operate as a hotel.

The 217 proposed dwelling units—consisting of one-, two-, and three-bedroom configurations—would be distributed between the two residential buildings on Lots 1 and 2.

As previously noted, the Board of Zoning Adjustment (BOA) approved a Density Variance for the site permitting 38 dwelling units per acre, thereby allowing development of up to 240 units. The current PUD modification reduces this total by 23 units. In addition, several site plan revisions are proposed compared to the previously approved layout, including the removal of townhomes, relocation of the pool area, and the addition of parking. While the variance addressed the allowable density, these design modifications may warrant further review by the BOA to ensure the site plan adequately accommodates the impacts of the proposed development, as the approved use largely dictated the original layout.

A 25-foot front yard setback is illustrated along West I-65 Service Road South, in compliance with Article 2, Section 64-2-14.E. of the UDC, and should be retained on the Final PUD Site Plan, if approved.

All surrounding properties are zoned B-3, Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

Per Table 64-3-12.1 of Article 3 of the UDC, 1.5 off-street parking spaces per dwelling unit are required, necessitating 326 spaces for the 217-unit development. The site plan indicates 329 proposed off-street parking spaces for the multi-family units; however, the number of spaces provided for the existing hotel is not noted. If approved, this information should be included on the Final PUD Site Plan.

The revised site plan appears to comply with the dimensional standards of Table 64-3-12.2 for off-street parking, including provision of curbing and/or wheel stops where vehicles could extend beyond parking areas.

Pedestrian walkways are illustrated providing access from parking areas to each proposed building. Walkways are also shown connecting the existing sidewalk along West I-65 Service Road South to the internal pedestrian network and buildings, consistent with Article 3, Section 64-3-3 of the UDC.

A note on the site plan references “7 Bike Rack,” but no additional information is provided regarding bicycle parking. The parking table does not include bicycle parking, nor does the site plan indicate the location of the rack(s). The plan should be revised to demonstrate compliance with bicycle parking standards of Article 3, Section 64-3-12.A.9, including minimum quantities and required locations.

Two-way circulation is proposed, requiring 24-foot-wide drive aisles per Table 64-3-12.2. The site plan illustrates compliance with this requirement, and directional arrows are provided to indicate internal circulation.

Parking lot lighting is required to meet the illumination standards of Section 64-3-9.C. of the UDC. A note on the site plan states a photometric plan will be provided at permitting to verify compliance, and this note should be retained on the Final PUD Site Plan, if approved.

No building elevations were submitted. Per Section 64-3-6 of Article 3 of the UDC, proposed buildings must include at least one feature from each of the following design categories:

1. Site Frontage
2. Building Form – Height
3. Building Form – Wall
4. Architectural Feature

The maximum allowable height in the B-3 Suburban District is 50 feet.

The revised site plan identifies the square footage of each proposed building. This information should be retained on the Final PUD Site Plan or consolidated into a table, if approved.

A tree planting and landscape plan was submitted, but it does not demonstrate compliance with the frontage landscape area requirements. The site plan indicates a total site area of 280,648 square feet, requiring 42,097.2 square feet of landscape area (15%), with 60% (25,258.32 square feet) located between the street-facing property line and the nearest building(s). Only 5,408 square feet of front landscape area is proposed. This shortfall may be considered via the Major Modification process upon request and justification by the applicant; otherwise, the site plan must be revised to comply.

The landscape plan also does not demonstrate compliance with the area, dimension, and canopy standards of Article 3, Sections 64-3-7.A.7 and 64-3-7.A.8.

Because tree plantings and landscape area are not required to be depicted on the PUD site plan, a note should be included on the Final PUD Site Plan stating that compliance with Section 64-3-7 will be required. A detailed landscape plan must be submitted at permitting for verification. If the reduced frontage landscape area is not revised to comply, approval by the Planning Commission and City Council will be required.

It should be noted that, because the existing hotel site on Lot 3 is fully developed and no changes to its layout are proposed as part of this Major PUD Modification, compliance with current tree planting and landscape area requirements is not required. However, any future development or redevelopment of Lot 3 may necessitate bringing the site into compliance with current regulations.

As noted, a trash compactor is shown on the site plan. A note references compliance with the dumpster enclosure and placement standards of Section 64-3-13.A.4 of the UDC. This note should be retained on the Final PUD Site Plan, if approved.

No signage is illustrated. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment of the site may require additional PUD modifications, subject to Planning Commission and City Council approval. A note to this effect is provided on the site plan and should be retained on the Final PUD Site Plan, if approved.

If approved, a revised Modified PUD Site Plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, in accordance with Section 64-5-8-B.2(f) of the UDC.

HOLDOVER CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply:

1. Revision of a note on the site plan stating "Existing Hotel Site Not Included" to state "Existing Hotel Site," or some other variation;
2. Retention of the 25-foot front yard setback along West I-65 Service Road South;
3. Provision of lot sizes for each lot in square feet and acres, either directly on the revised site plan or via a table on the site plan;
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Retention of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
6. Retention of each building size in square feet on the revised site plan, or provide a corresponding table with the same information;

7. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
8. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
9. Revision of the site plan to demonstrate compliance with the frontage landscape area requirements of the UDC, or obtain approval from the Planning Commission and City Council for a reduced front landscape area;
10. Retention of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
11. Compliance with all Engineering comments noted in this staff report;
12. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
13. Compliance with all Urban Forestry comments noted in this staff report;
14. Compliance with all Fire Department comments noted in this staff report;
15. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
16. Full compliance with all municipal codes and ordinances.

SITE HISTORY

The subject site was annexed into the City of Mobile in 1956. Following the adoption of the Zoning Ordinance in 1967, it was zoned R-A, Residential-Agriculture District. In February 1970, the zoning classification was changed to B-3, Community Business District.

By February 1978, the site became part of the two-lot W.C. Davis Subdivision.

In August 2017, Subdivision, Planned Unit Development (PUD), and Sidewalk Waiver requests were reviewed by the Planning Commission. The resulting Shree Mahesh Subdivision was approved as a two-lot subdivision, along with a PUD allowing multiple buildings on a single building site (Lot 2). The request to waive sidewalk construction along West I-65 Service Road South was denied.

In February 2019, Lot 2 of the Shree Mahesh Subdivision was re-subdivided into three lots, and the PUD was amended to permit shared parking among the three building sites. Further amendments to the PUD were approved in June and again in August 2019 to allow shared access and parking between the three sites, in response to the proposed re-purposing of an existing hotel into apartments.

At its August 4, 2025, meeting, the Board of Zoning Adjustment approved a Density Variance to allow 38 dwelling units per acre, permitting the construction of 240 total residential units on Lots 1 and 2, and part of Lot 3, of the Shree Mahesh Subdivision.

STAFF COMMENTS

Engineering Comments:

1. Label the drawing that was submitted (Sheet No. A0.2) as the PUD Site Plan.
2. Label all of the NEW or EXISTING buildings, structures, parking areas, trash receptacles, apartments, etc.
3. Label the existing public roadways.

4. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

- a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
- b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
- c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
- e. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
- f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Revised for the September 18th meeting: Retain PUD SITE PLAN NOTES a - f as shown on the PUD SITE PLAN.

Traffic Engineering Comments:

A traffic impact study will be required. Driveway number, size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Revised for the September 18th meeting: Driveway number, size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

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Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Revised for the September 18th meeting: *This proposed design does not meet adopted fire access requirements. The possible emergency access only drive will be required.*

Planning Comments:

The site plan proposes the re-development of Lots 1 and 2, along with a portion of Lot 3, within the most recently approved subdivision and Planned Unit Development (PUD)—Shree Mahesh Subdivision—into a 221-unit multi-family residential complex. The development includes three (3) residential buildings, a leasing office, a pool pavilion with a fitness area, and one (1) trash compactor. Building 1, located on a portion of Lot 3, will contain eight (8) two-story townhouse units. The remaining 213 units—comprising one (1), two (2), and three (3) bedroom configurations—will be distributed between Buildings 2 and 3 on Lots 1 and 2. The remainder of Lot 3 will retain its existing configuration and continue to operate as a hotel, as depicted on the site plan.

The subject site is zoned B-3, Community Business Suburban District, which permits both multi-family residential and hotel uses by right. A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

As previously noted, the Board of Zoning Adjustment (BOA) approved a Density Variance for the site allowing 38 dwelling units per acre, thereby facilitating the development of a 240-unit residential complex. The PUD modification proposes 19 fewer dwelling units, but in comparing the two site plans the only changes to the BOA-approved layout appear to be the removal of 29 parking spaces (per a table on the revised site plan), and a reconfigured pool area. Nevertheless, because variances are site plan-specific, any modifications may require additional BOA approval.

The site plan appears to depict a modification to the existing property line between Lot 2 and Lot 3. While this may reflect the revised PUD boundary, any alteration to property lines within an approved PUD must be consistent with the underlying subdivision. Therefore, re-subdivision is required to formalize such changes. If this is the case, the application must be held over until a Subdivision application is submitted for concurrent review by the Planning Commission, in accordance with Article 5, Section 64-5-1.D. of the Unified Development Code (UDC).

A 25-foot front yard setback is required along West I-65 Service Road South, per Article 2, Section 64-2-14.E. of the UDC. Upon approval, the Final PUD Site Plan must be revised to clearly illustrate this setback.

Surrounding properties are also zoned B-3 Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

Table 64-3-12.1 of Article 3 of the UDC requires 1.5 off-street parking spaces per dwelling unit, necessitating 332 spaces for the 221-unit development. The site plan includes a parking table indicating 332 proposed off-street parking spaces for the multi-family units and 134 existing spaces for the hotel on Lot 3. However, the site plan scale does not allow staff to verify compliance with the dimensional standards of Table 64-3-12.2. Therefore, if approved, the Final PUD Site Plan should depict compliance with all off-street parking requirements, including quantity and dimensions, for all three lots.

It is unclear whether curbing or wheel stops are included where vehicles may extend beyond parking spaces. This should be noted on the revised site plan, or the Final PUD Site Plan should be updated to illustrate wheel stops and pedestrian walkways connecting each parking area to the respective buildings.

Recent aerial imagery indicates a sidewalk was constructed along West I-65 Service Road; however, it is not shown on the site plan. Additionally, no pedestrian walkways from the sidewalk to the proposed buildings are illustrated, which is required under Article 3, Section 64-3-3 of the UDC. Upon approval, the existing sidewalk and all required pedestrian walkways must be shown on the revised site plan.

Bicycle parking is neither depicted nor addressed on the parking table. The site plan should be revised to comply with bicycle parking standards outlined in Article 3, Section 64-3-12.A.9. of the UDC, including minimum quantities and location requirements.

Two-way traffic circulation is proposed, requiring 24-foot-wide drive aisles per Table 64-3-12.2. Due to the current scale, compliance cannot be verified. The site plan should be revised to show drive aisles with a minimum width of 24 feet, unless the design is reconfigured for one-way circulation, which requires a minimum 14-foot width.

Directional arrows indicating traffic flow should be included on the revised site plan and updated as necessary if circulation patterns change.

Parking lot lighting is required to meet the illumination standards in Section 64-3-9.C. of the UDC. A note to this effect should be included on the Final PUD Site Plan. A photometric plan will be required at permitting to ensure compliance.

No elevation drawings were provided. Proposed buildings must include at least one feature from each of the following design categories, as specified in Section 64-3-6 of Article 3 of the UDC:

- | | |
|---------------------------|--------------------------|
| 1. Site Frontage | 3. Building Form – Wall |
| 2. Building Form – Height | 4. Architectural Feature |

Maximum allowable height in the B-3 Suburban District is 50 feet.

The size of each building should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

No tree plantings or landscaping are illustrated or quantified on the site plan. A note stating compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at permitting to verify compliance.

A trash compactor is shown on the site plan. A note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

No signage is depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment may require additional PUD modifications to be approved by the Planning Commission and City Council. A note stating this should be placed on the Final PUD Site Plan.

If approved, a revised Modified PUD site plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, per Section 64-5-8-B.2(f) of the UDC.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

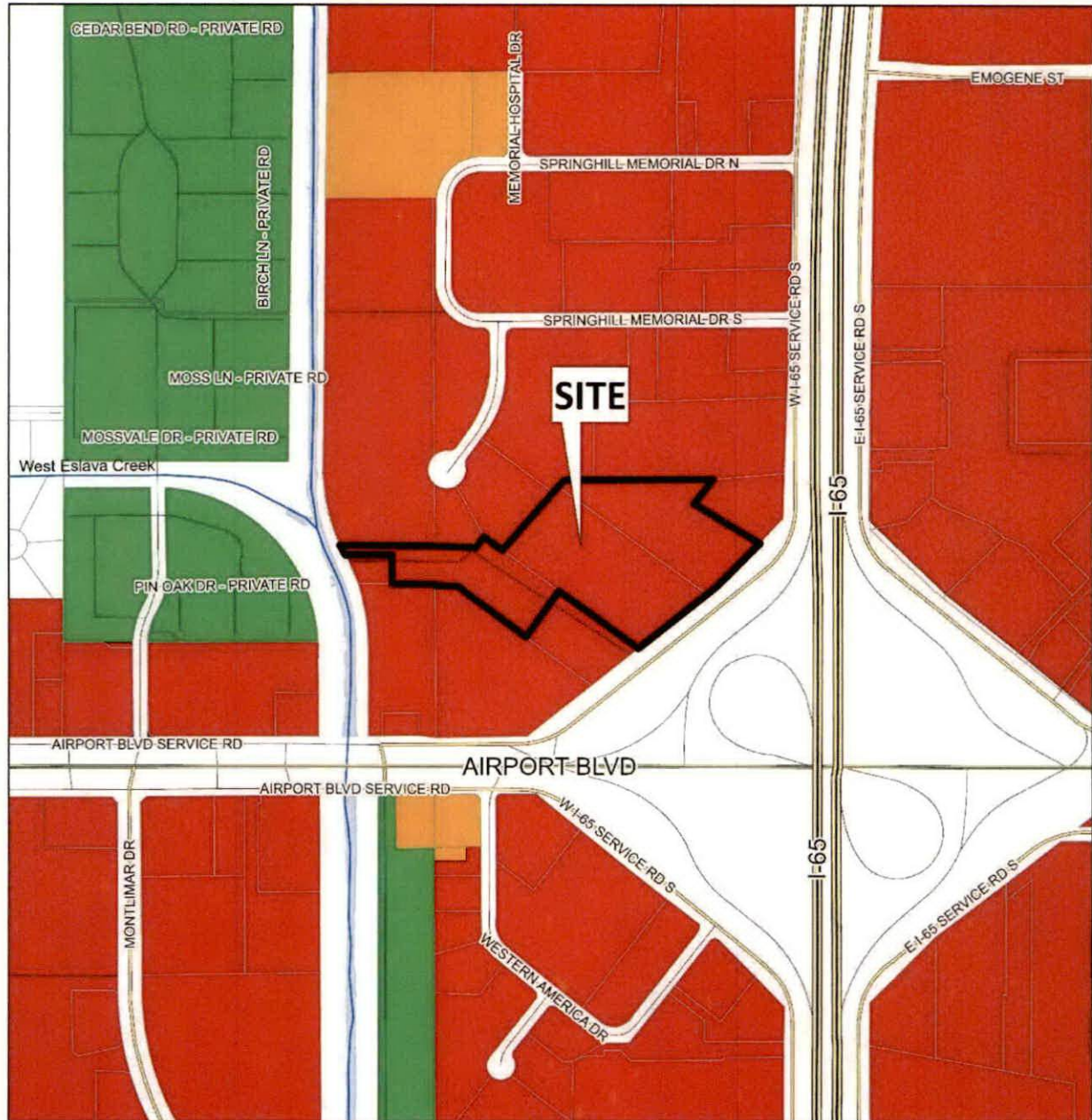
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. **Benefits Consideration.** In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply. However, it should be noted that any proposed changes to existing lot lines will necessitate a holdover of the request until a Subdivision application is submitted to the Planning and Zoning Department for concurrent review:

1. Revision of the site plan to illustrate the required 25-foot front yard setback along West I-65 Service Road South;
2. Provision of lot sizes in square feet and acres, either directly on the revised site plan or via a table on the site plan;
3. Revision of the site plan to depict compliance with all off-street parking and drive aisle standards per Article 3, Section 64-3-12 of the UDC, including dimensions and two-way circulation requirements (unless reconfigured for one-way circulation);
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Revision of the site plan to illustrate directional arrows for on-site traffic circulation;
6. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to illustrate the existing sidewalk along West I-65 Service Road South;
9. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
10. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
11. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
12. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report;
17. Compliance with all Fire Department comments noted in this staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



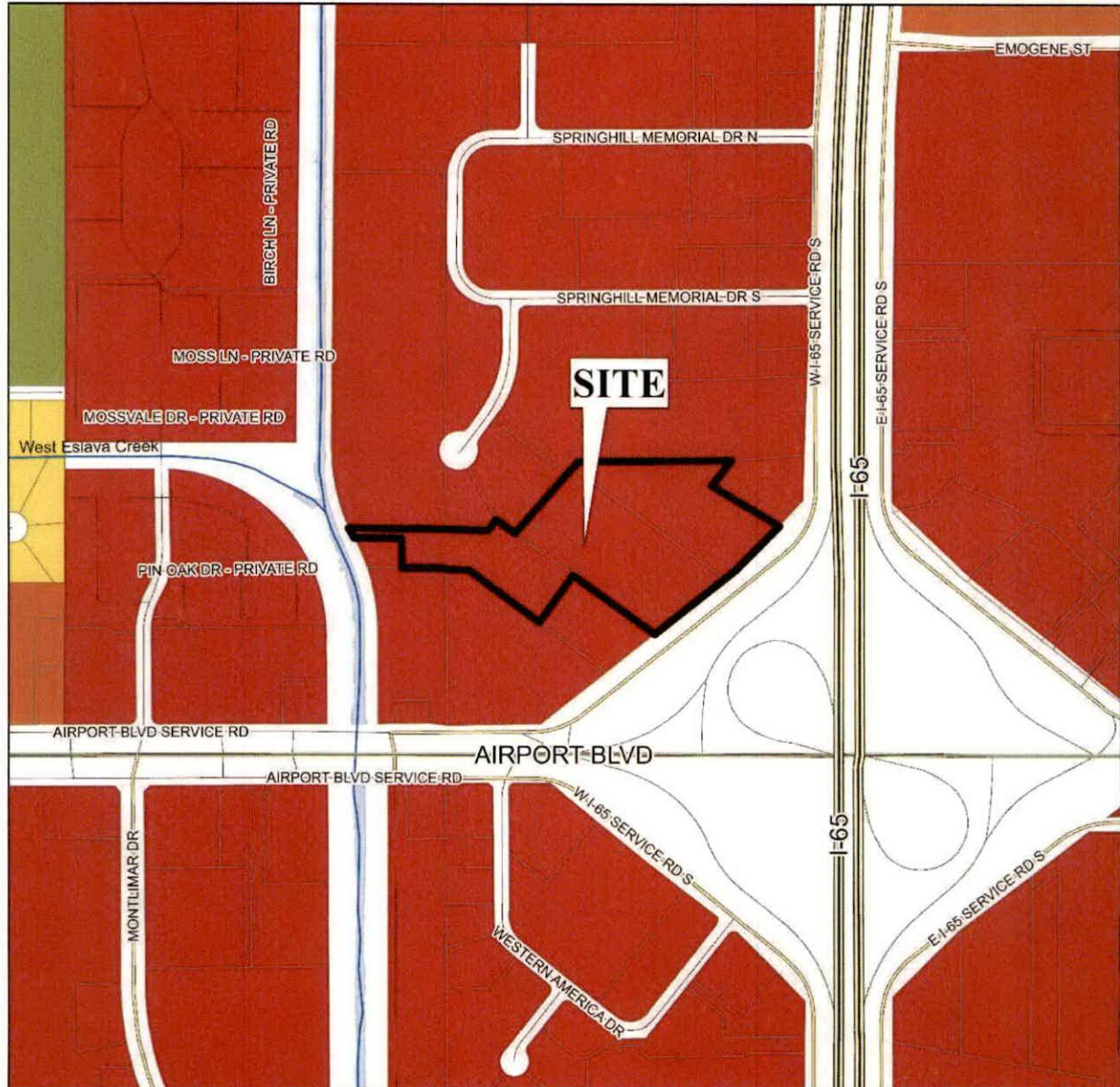
APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE September 18, 2025

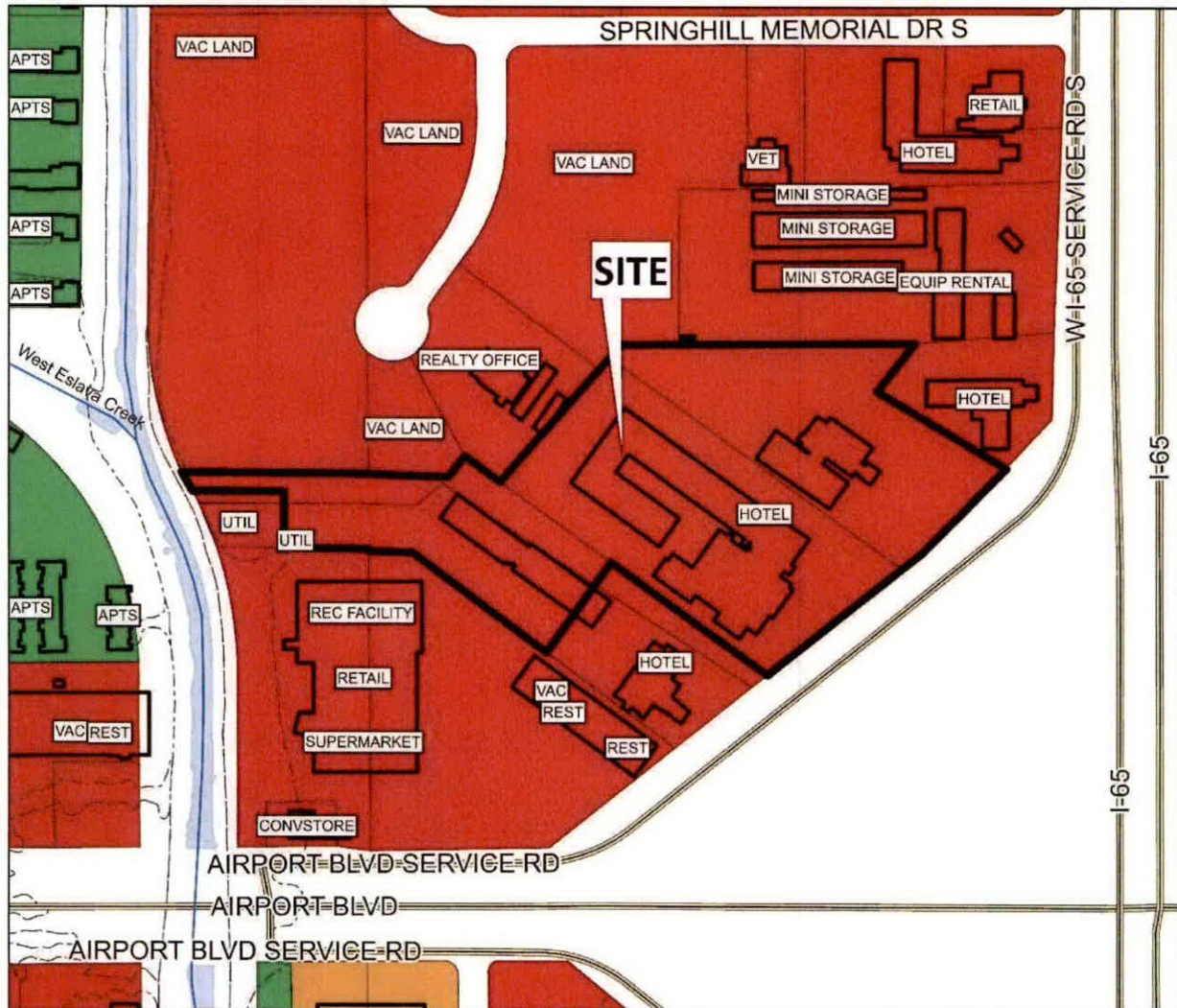
APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| Low Density Residential | Neighborhood Center - Traditional | Light Industry | Water Dependent |
| Mixed Density Residential | Neighborhood Center - Suburban | Heavy Industry | |
| Downtown | Traditional Corridor | Institutional | |
| District Center | Mixed Commercial Corridor | Parks, Open Space | |



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

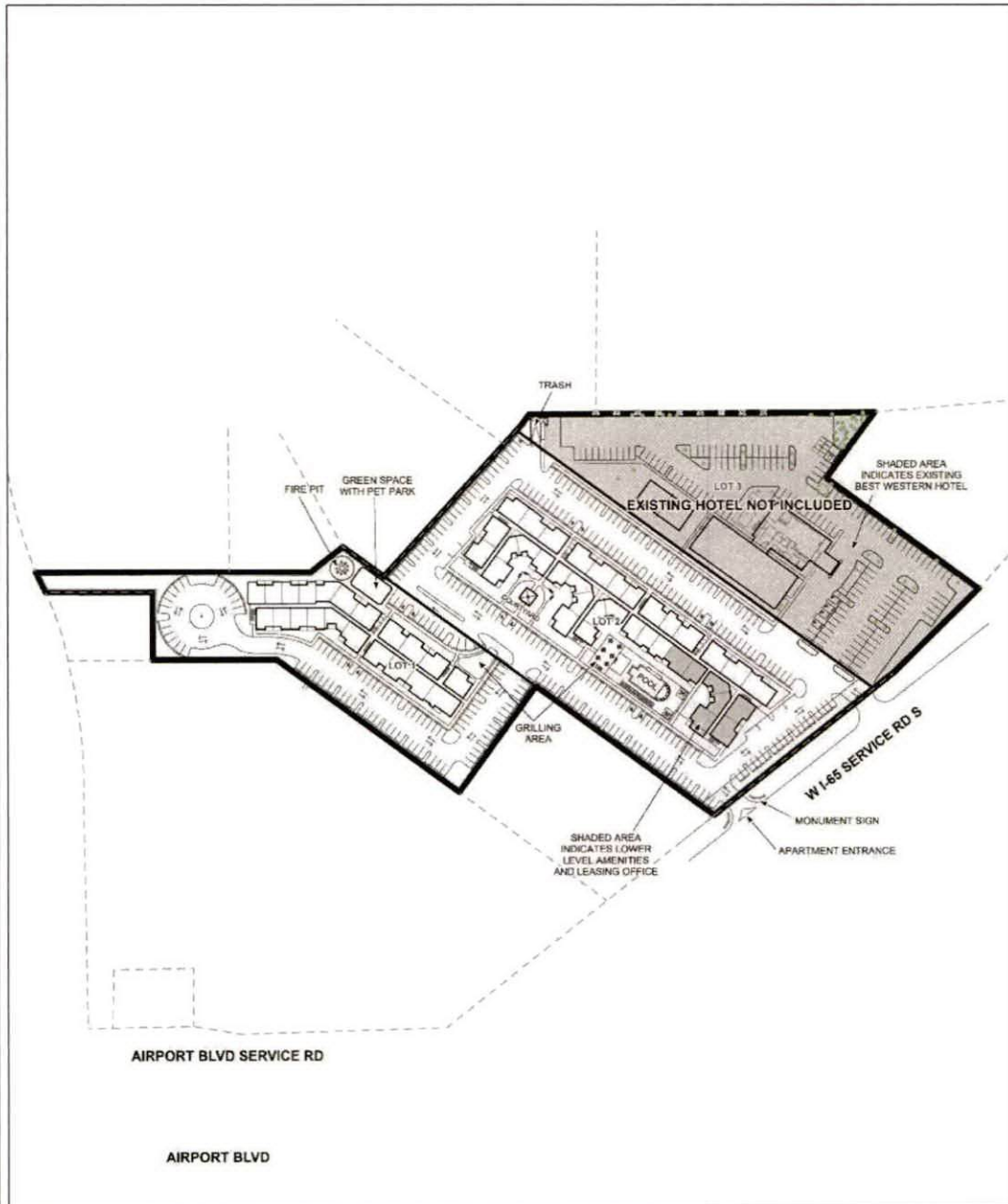
REQUEST PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



NTS

SITE PLAN



The site plan illustrates proposed buildings, drives, offices, and pet park.

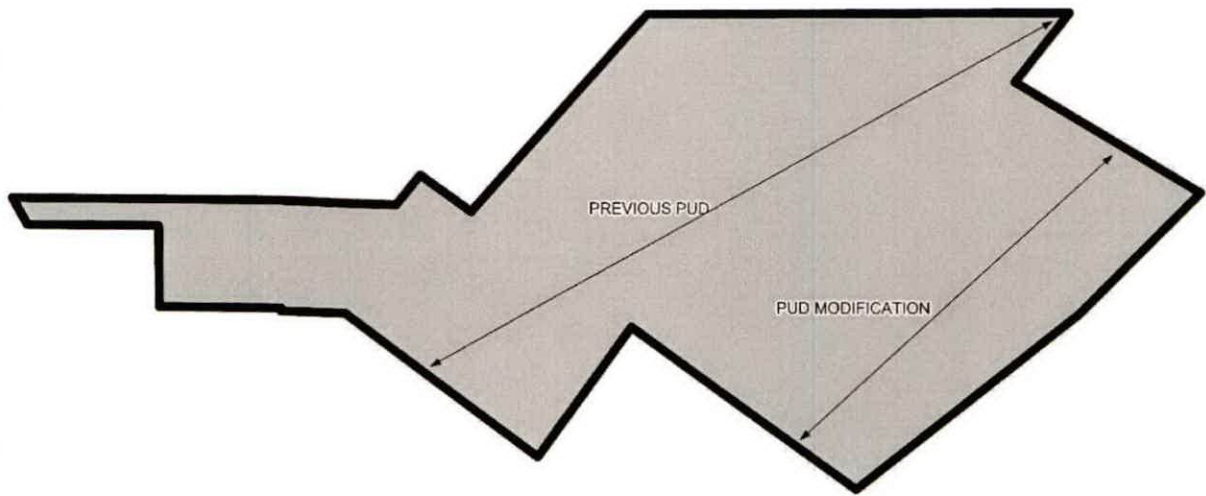
APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification



DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE September 18, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification



ZONING DISTRICT CORRESPONDENCE MATRIX															
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRL)
RESIDENTIAL - AG	R-A												☐		
ONE-FAMILY RESIDENCE	R-1	☒				☒		☒					☐		
TWO-FAMILY RESIDENCE	R-2	☒				☒		☒					☐	☐	
MULTIPLE-FAMILY	R-3	☐	☒			☒	☒						☐	☐	
RESIDENTIAL-BUSINESS	R-B		☐			☒		☒					☐	☐	
TRANSITIONAL-BUSINESS	T-B		☐		☒	☒	☒	☒					☐		
HISTORIC BUSINESS	H-B			☒		☒		☒					☐		
VILLAGE CENTER	TCD					☒	☒						☐		
NEIGH. CENTER	TCD					☒	☒						☐		
NEIGH. GENERAL	TCD					☒							☐		
DOWNTOWN DEV. DDD	T-6			☒									☐		
DOWNTOWN DEV. DDD	T-5.1			☒		☒		☐					☐		
DOWNTOWN DEV. DDD	T-5.2			☒		☒							☐		
DOWNTOWN DEV. DDD	T-4			☒		☒		☐					☐		
DOWNTOWN DEV. DDD	T-3			☒		☒							☐		
DOWNTOWN DEV. DDD	SD-WH									☐	☐		☐		
DOWNTOWN DEV. DD	SD	☐	☐	☐	☐	☐	☐	☐		☐	☐		☐		
BUFFER BUSINESS	B-1		☐			☐	☒	☒	☒				☐	☐	
NEIGH. BUSINESS	B-2		☐			☐	☒	☒	☒				☐	☐	
LIMITED BUSINESS	LB-2		☐			☐	☒	☒	☒				☐	☐	
COMMUNITY BUSINESS	B-3				☒				☒			☐	☐	☐	
GEN. BUSINESS	B-4			☒					☒			☐	☐	☐	
OFFICE-DISTRIBUTION	B-5								☒	☒			☐	☐	
LIGHT INDUSTRY	I-1									☒			☐	☐	☐
HEAVY INDUSTRY	I-2										☒		☐		

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.



Agenda Item # 6 MOD-003422-2025

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

600, 700 & 800 West I-65 Service Road South

Applicant / Agent:

Ken Patel, A&R Development Group, LLC / James F. Watkins, Maynard, Nexsen, PC

Property Owner:

Shree Brahma Hospitality, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Immediately

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with nineteen (19) conditions.

Report Contents:

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Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 6 DATE August 21, 2025
 APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
 REQUEST PUD Modification



SITE HISTORY

The subject site was annexed into the City of Mobile in 1956. Following the adoption of the Zoning Ordinance in 1967, it was zoned R-A, Residential-Agriculture District. In February 1970, the zoning classification was changed to B-3, Community Business District.

By February 1978, the site became part of the two-lot W.C. Davis Subdivision.

In August 2017, Subdivision, Planned Unit Development (PUD), and Sidewalk Waiver requests were reviewed by the Planning Commission. The resulting Shree Mahesh Subdivision was approved as a two-lot subdivision, along with a PUD allowing multiple buildings on a single building site (Lot 2). The request to waive sidewalk construction along West I-65 Service Road South was denied.

In February 2019, Lot 2 of the Shree Mahesh Subdivision was re-subdivided into three lots, and the PUD was amended to permit shared parking among the three building sites. Further amendments to the PUD were approved in June and again in August 2019 to allow shared access and parking between the three sites, in response to the proposed re-purposing of an existing hotel into apartments.

At its August 4, 2025, meeting, the Board of Zoning Adjustment approved a Density Variance to allow 38 dwelling units per acre, permitting the construction of 240 total residential units on Lots 1 and 2, and part of Lot 3, of the Shree Mahesh Subdivision.

STAFF COMMENTS

Engineering Comments:

1. Label the drawing that was submitted (Sheet No. A0.2) as the PUD Site Plan.
2. Label all of the NEW or EXISTING buildings, structures, parking areas, trash receptacles, apartments, etc.
3. Label the existing public roadways.
4. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
 - a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
 - b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
 - c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
 - d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

- e. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
- f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

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A traffic impact study will be required. Driveway number, size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

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Fire hydrant placement shall comply with the following minimum standards:

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A 25-foot front yard setback is required along West I-65 Service Road South, per Article 2, Section 64-2-14.E. of the UDC. Upon approval, the Final PUD Site Plan must be revised to clearly illustrate this setback.

Surrounding properties are also zoned B-3 Suburban District; therefore, a residential protection buffer is not required along side or rear property lines.

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It is unclear whether curbing or wheel stops are included where vehicles may extend beyond parking spaces. This should be noted on the revised site plan, or the Final PUD Site Plan should be updated to illustrate wheel stops and pedestrian walkways connecting each parking area to the respective buildings.

Recent aerial imagery indicates a sidewalk was constructed along West I-65 Service Road; however, it is not shown on the site plan. Additionally, no pedestrian walkways from the sidewalk to the proposed buildings are illustrated, which is required under Article 3, Section 64-3-3 of the UDC. Upon approval, the existing sidewalk and all required pedestrian walkways must be shown on the revised site plan.

Bicycle parking is neither depicted nor addressed on the parking table. The site plan should be revised to comply with bicycle parking standards outlined in Article 3, Section 64-3-12.A.9. of the UDC, including minimum quantities and location requirements.

Two-way traffic circulation is proposed, requiring 24-foot-wide drive aisles per Table 64-3-12.2. Due to the current scale, compliance cannot be verified. The site plan should be revised to show drive aisles with a minimum width of 24 feet, unless the design is reconfigured for one-way circulation, which requires a minimum 14-foot width.

Directional arrows indicating traffic flow should be included on the revised site plan and updated as necessary if circulation patterns change.

Parking lot lighting is required to meet the illumination standards in Section 64-3-9.C. of the UDC. A note to this effect should be included on the Final PUD Site Plan. A photometric plan will be required at permitting to ensure compliance.

No elevation drawings were provided. Proposed buildings must include at least one feature from each of the following design categories, as specified in Section 64-3-6 of Article 3 of the UDC:

- | | |
|---------------------------|--------------------------|
| 1. Site Frontage | 3. Building Form – Wall |
| 2. Building Form – Height | 4. Architectural Feature |

Maximum allowable height in the B-3 Suburban District is 50 feet.

The size of each building should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

No tree plantings or landscaping are illustrated or quantified on the site plan. A note stating compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at permitting to verify compliance.

A trash compactor is shown on the site plan. A note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

No signage is depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

Any future development or redevelopment may require additional PUD modifications to be approved by the Planning Commission and City Council. A note stating this should be placed on the Final PUD Site Plan.

If approved, a revised Modified PUD site plan (hard copy and PDF) must be submitted to and approved by Planning and Zoning prior to recording with Probate Court, per Section 64-5-8-B.2(f) of the UDC.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

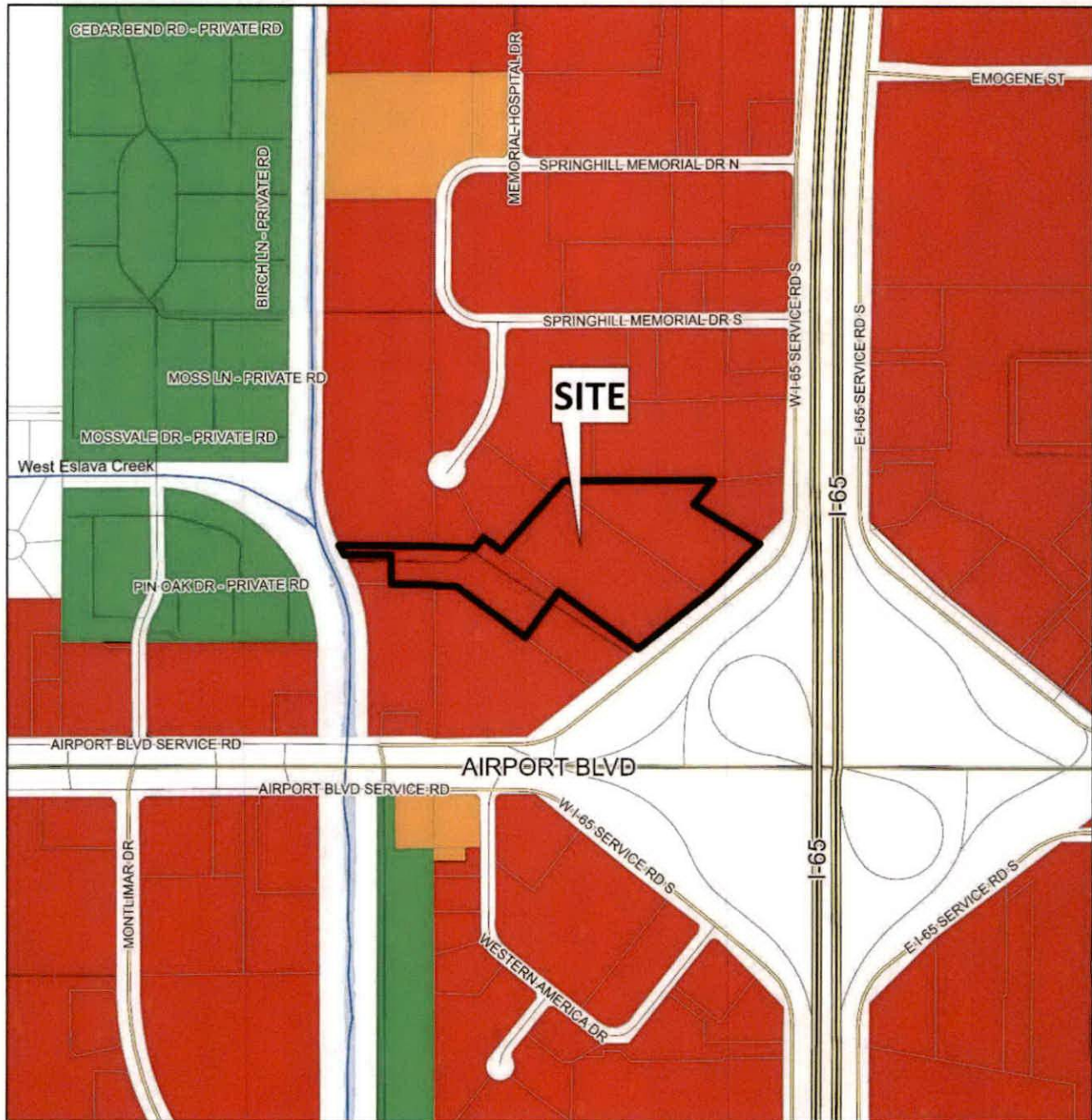
Considerations:

If the Planning Commission considers approval of the request, the following conditions could apply. However, it should be noted that any proposed changes to existing lot lines will necessitate a holdover of the request until a Subdivision application is submitted to the Planning and Zoning Department for concurrent review:

1. Revision of the site plan to illustrate the required 25-foot front yard setback along West I-65 Service Road South;
2. Provision of lot sizes in square feet and acres, either directly on the revised site plan or via a table on the site plan;
3. Revision of the site plan to depict compliance with all off-street parking and drive aisle standards per Article 3, Section 64-3-12 of the UDC, including dimensions and two-way circulation requirements (unless reconfigured for one-way circulation);
4. Revision of the site plan to depict compliance with bicycle parking requirements, pursuant to Article 3, Section 64-3-12.A.9. of the UDC;
5. Revision of the site plan to illustrate directional arrows for on-site traffic circulation;
6. Revision of the site plan to depict curbing where vehicles could extend beyond the parking lot, or illustrate wheel stops where applicable;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to illustrate the existing sidewalk along West I-65 Service Road South;
9. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
10. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
11. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;

12. Revision of the site plan to illustrate compliance with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC, or placement of a note stating that a landscape plan compliant with these requirements will be submitted at the time of permitting;
13. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report;
17. Compliance with all Fire Department comments noted in this staff report;
18. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
19. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



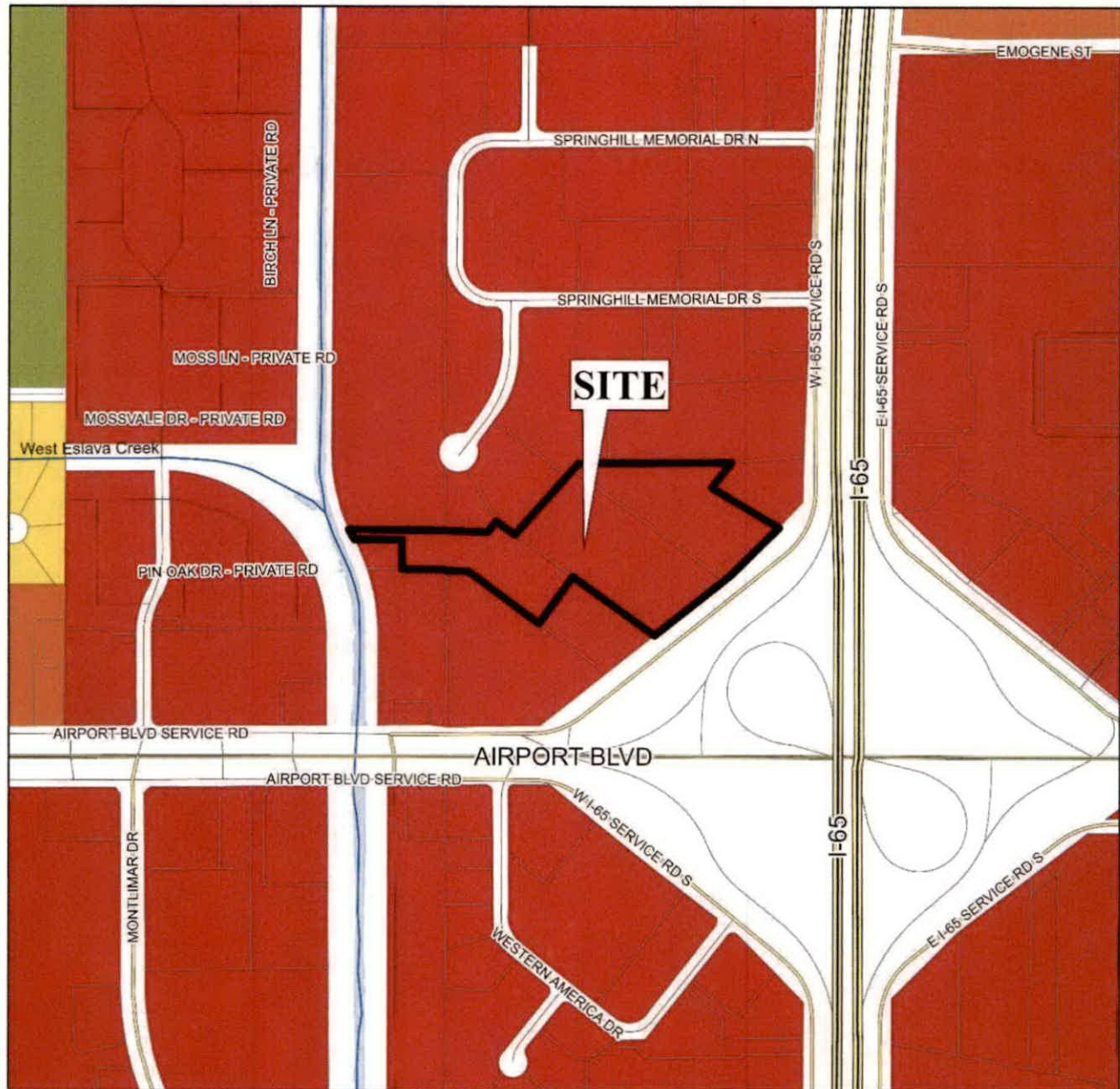
APPLICATION NUMBER 6 DATE August 21, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE August 21, 2025

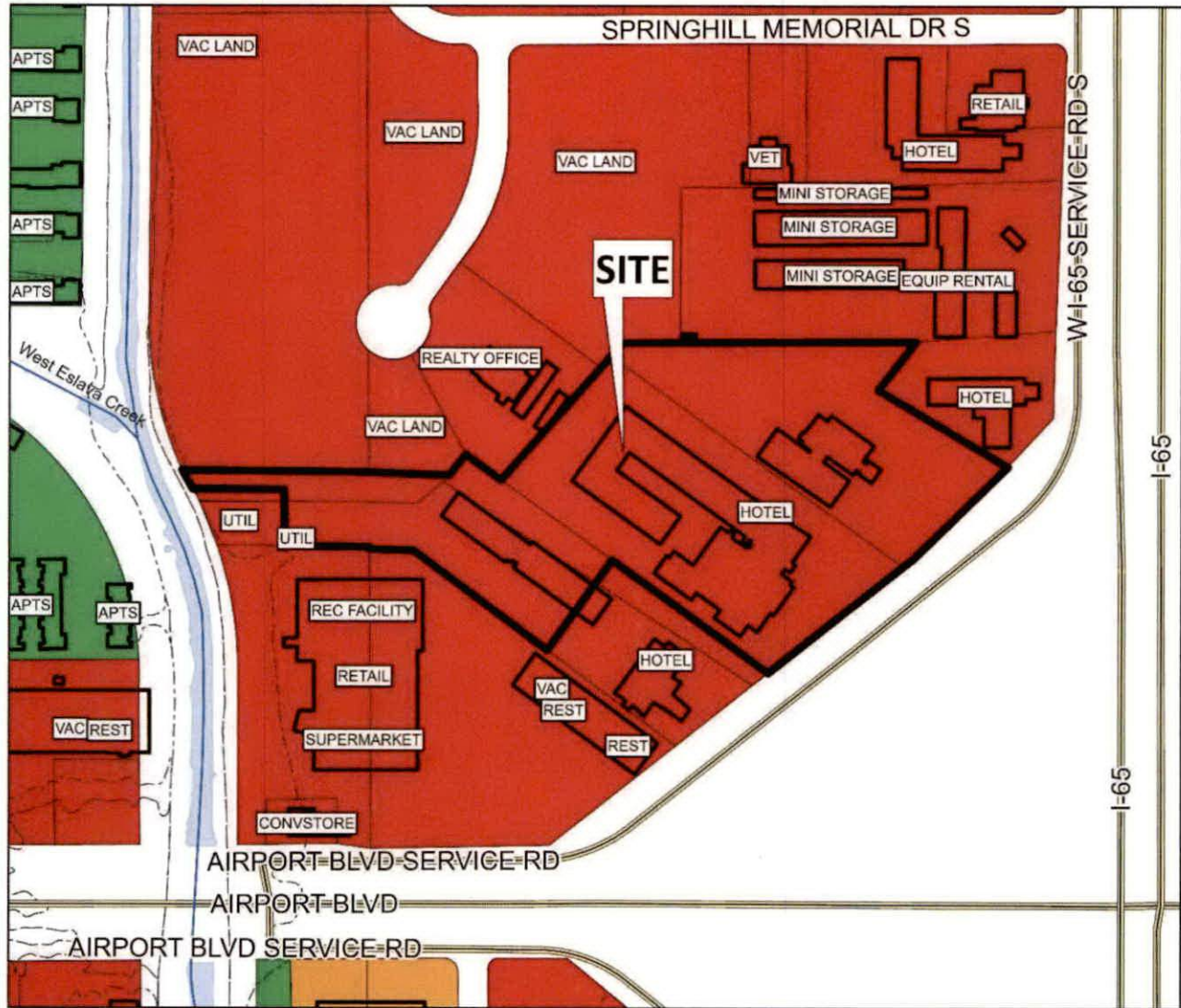
APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST PUD Modification

- | | | | |
|---|--|---|---|
| Low Density Residential | Neighborhood Center - Traditional | Light Industry | Water Dependent |
| Mixed Density Residential | Neighborhood Center - Suburban | Heavy Industry | |
| Downtown | Traditional Corridor | Institutional | |
| District Center | Mixed Commercial Corridor | Parks, Open Space | |



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 6 DATE August 21, 2025

APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

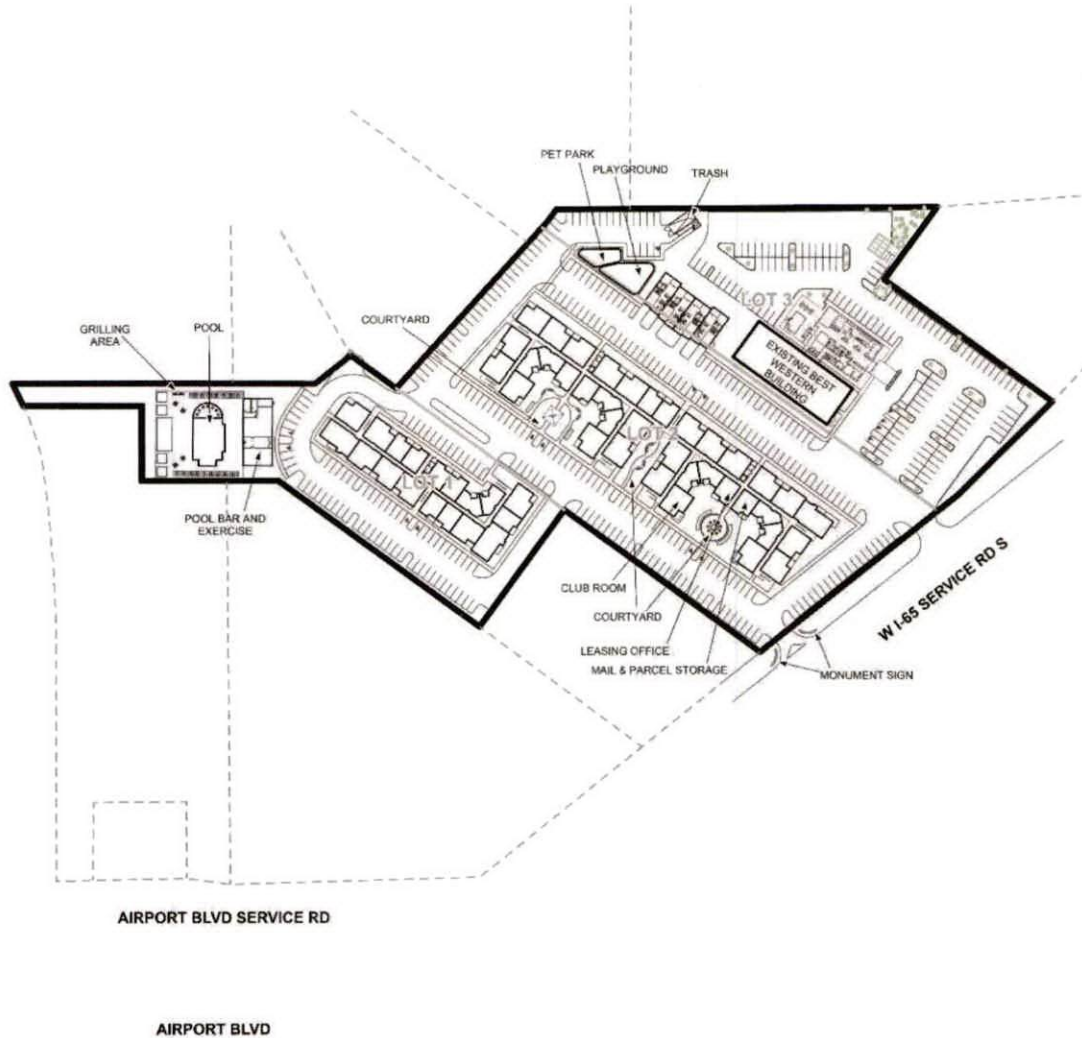
REQUEST PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



NTS

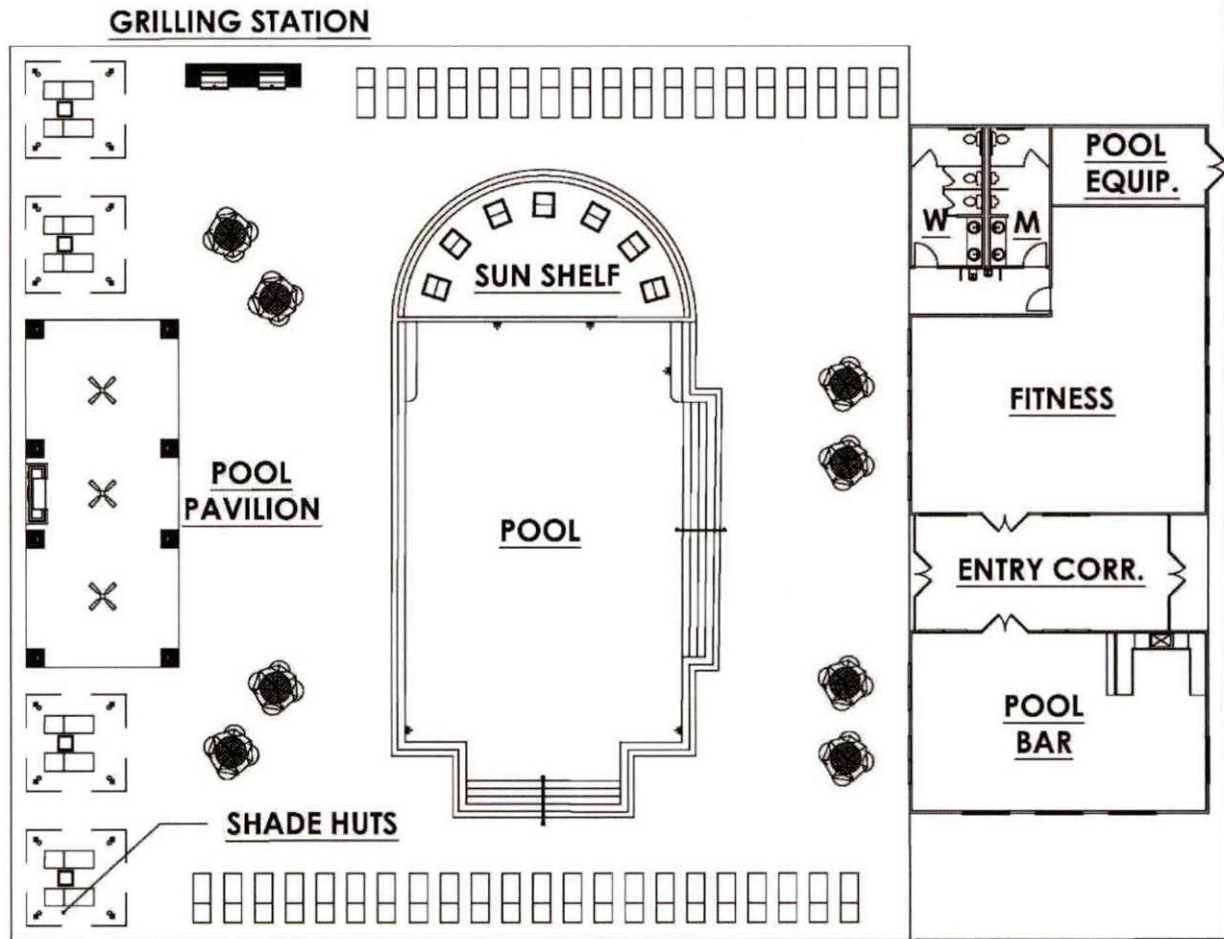
SITE PLAN



The site plan illustrates proposed buildings, drives, offices, and pet park.

APPLICATION NUMBER	6	DATE	August 21, 2025	 NTS
APPLICANT	Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)			
REQUEST	PUD Modification			

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE August 21, 2025
 APPLICANT Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
 REQUEST PUD Modification



ZONING DISTRICT CORRESPONDENCE MATRIX																
			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■					□		
TWO-FAMILY RESIDENCE	R-2	■					■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■				■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○				■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○			■	■	■	■					□		
HISTORIC BUSINESS	H-B				■		■		■					□		
VILLAGE CENTER	TCD						■	■						□		
NEIGH. CENTER	TCD						■	■						□		
NEIGH. GENERAL	TCD						■							□		
DOWNTOWN DEV. DDD	T-6				■									□		
DOWNTOWN DEV. DDD	T-5.1				■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2				■		■							□		
DOWNTOWN DEV. DDD	T-4				■		■		□					□		
DOWNTOWN DEV. DDD	T-3				■		■							□		
DOWNTOWN DEV. DDD	SD-WH										○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□				□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○				□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○				□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3					■				■			○	□	○	
GEN. BUSINESS	B-4				■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5									■	■			□	□	
LIGHT INDUSTRY	I-1										■			□	□	□
HEAVY INDUSTRY	I-2											■		□		□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.



Outlook

CityofMobile.org: Addressing City Council Submission

From cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Date Thu 9/25/2025 1:15 PM

To City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Sabrina Mass

Date To Address Council: 2025-09-30

Address: 1050 Belvedere circle west

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Address concerns of the District 2 issue of the election and address the city in change of governance and welcome ne city council member and Mayor.

Pertain To City Business: Taxpayer

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2025-09-25 13:15:30

CITY CLERK'S OFFICE

MOBILE, AL

TH, SEP 25, PM1:53 RCVD

This submission was recieved from your website <https://www.cityofmobile.org/>



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

CJ Small, Councilmember

Purpose and Scope of Project:

Attached to this cover letter is a Master Services Agreement and Task Order #1 between the City of Mobile (City) and Volkert, Inc. (Contractor) for Perch Creek Preserve Design and Engineering, COM Project No. 2024-2045-08, for the not-to-exceed amount of \$900,000.00. The purpose of this project is to design and update a series of public access waterfront and riverfront parks in the southern City of Mobile. Situated across multiple parcels (Zone 1, 2 and 3A in Masterplan), this park will be an integral part of continued growth within the City of Mobile by providing waterfront access and recreational opportunity to locals while showcasing the beautiful natural resources of Mobile Bay. The project area consists of 190.3 acres of waterfront property that stretches along 2.3 miles of shoreline and 2.7 miles of creek frontage. This project also aims to enhance pedestrian safety and create a more walkable and bike-friendly environment, and is part of the 18-mile Mobile Greenway Initiative. This project is funded through District 3 Capital Funds (C0656), and the consultant was chosen through a competitive RFQ process that complies with City and Federal procurement laws.

Amount of Contract:

900,000

Funding Source

C0656

ATTACHMENTS:

1. 1-COVER LETTER_PCP Design
2. Perch Creek Preserve_MSA Draft_Forsignature20251030 REV Sig

3. 2025-10-14 VOLKERT - Perch Creek Preserve - Task 1 Master Plan Reassess Refine - REV 1
4. Capital Cover Sheet
5. 0-RESOLUTION_PCP

REVIEWERS:

Lana Pafenbach

Lana Pafenbach



October 30, 2025

Subject: Construction Contract – Perch Creek Design and Engineering

Dea Councilmembers:

Attached to this cover letter is a **Construction Contract** between the City of Mobile (City) and Volkert, Inc. (Contractor) for **Perch Creek Preserve Design and Engineering**, COM Project No. 2024-2045-08, for the not-to-exceed amount of **\$900,000.00**. The purpose of this project is to design and update a series of public access waterfront and riverfront parks in the southern City of Mobile. Situated across multiple parcels (Zone 1, 2 and 3A in Masterplan), this park will be an integral part of continued growth within the City of Mobile by providing waterfront access and recreational opportunity to locals while showcasing the beautiful natural resources of Mobile Bay. Project area consists of 190.3 acres of waterfront property that stretches along 2.3 miles of shoreline and 2.7 miles of creek frontage. This project also aims to enhance pedestrian safety and create a more walkable and bike-friendly environment, and is part of the 18-mile Mobile Greenway Initiative. This project is funded through District 3 Capital Funds (C0656), and the consultant was chosen through a competitive RFQ process that complies with City and Federal procurement laws.

We appreciate your continued support and communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works, Engineering and Infrastructure

MASTER SERVICES AGREEMENT PERCH CREEK PRESERVE

This agreement (“Agreement”), with an effective date of _____ 20____, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (“City”) and Volkert, Inc. (“Consultant”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

The assigned tasks and services of this agreement may focus on, but not be limited to, the following:

1. Identify project needs and requirements.
2. Participate with the City in responding to requirements and inquiries.
3. Assist the City with designing and implementing comprehensive, meaningful engagement and communication regarding project activities (e.g., compliance, permitting, project implementation, monitoring, adaptive management) as deemed appropriate and as directed by the City, which will include but is not limited to, citizens, local stakeholders, businesses, community organizations, government agencies, etc. This engagement process will drive design concepts. This will also include assessing the existing Master Plan for Perch Creek Preserve.
4. Assist the City with integrating community engagement feedback and outcomes into design concepts.
5. Develop unique design concepts based off initial City guidance, concepts to include cost estimates.
6. Identify and execute project related permitting. Participate in regulatory compliance and correspondence.
7. Coordinate with all utilities throughout design and during pre-bid.
8. Conduct all necessary surveys and geotechnical studies.
9. Prepare 30% plans, specifications and cost estimates as required by the Programs and Project Management Department.
10. Prepare 60% plans, specifications and cost estimates as required by the Programs and Project Management Department.
11. Prepare 90% plans, specifications and cost estimates as required by the Programs and Project Management Department.
12. Create bid documents as required by Programs and Project Management Department.
13. Prepare final plans and bid documents.
14. Assist City of Mobile with Pre-Bid and Bid Process.
15. Provide technical assistance during construction observation.
16. Selected consultant will be Engineer of Record throughout entire project, to include pre-construction, construction, and post-construction activity.

The services to be performed by Consultant under this Agreement (“Services” and “Deliverables”) shall be set forth in individual task orders using the general format set forth in Attachment A (“Task Orders”), attached hereto and incorporated herein by reference. Services will be provided for the benefit and at the direction of the City's Program and Project Management Department.

2 TASK ORDER PROCESS

2.1 Upon the request of City, Consultant shall prepare a Task Order containing an identification of the project (“Project”), description of the Services and Deliverables, compensation to be paid to Consultant for the performance of the Services (“Compensation”), and a proposed schedule for the performance (“Project Schedule”) for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

3 INVOICING AND PAYMENT

Consultant shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and the reimbursable expenses incurred. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's invoice.

Total payments issued under this Agreement shall not exceed \$900,000.00 (Nine Hundred Thousand Dollars). Services will be invoiced per the compensation method outlined under each task order or for hourly work based on the hourly rates set forth in Attachment B (2025 Fee Schedule).

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until December 31, 2027, unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

5.3 City shall arrange for access to provide Consultant information required to complete task.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City. Consultant shall assign individuals with appropriate professional skills and training to perform the assigned task orders.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

6.3 Consultant will perform assigned professional services as prescribed in the identified Task Orders.

6.4 Consultant will be paid for services according to the Fee Schedule and outlined in tasks attached hereto.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been affected by such change properly approved, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

10 INSURANCE

10.1 Consultant will furnish to City copies of insurance certificates evidencing that it maintains the following coverage's while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000

10.2 Consultant will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Consultant shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11. INDEMNITY AND INSURANCE

A. INDEMNIFICATION

1. General Liability Indemnification (CGL / Auto-Backed)

a. Indemnity and Duty to Defend. To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the City of Mobile, Alabama, its officers, elected officials, agents, representatives, employees, and volunteers (collectively, "City") from and against all claims, demands, suits, damages, losses, liabilities, fines, penalties, judgments, and expenses (including reasonable attorney fees, court costs, and expert witness fees) arising out of or resulting from bodily injury, sickness, disease, death, or property damage (including loss of use), to the extent caused in whole or in part by the negligent, reckless, or intentional acts or omissions of Consultant, its subconsultants, or anyone for whom Consultant is legally responsible.

Duty to Defend (Insurance-Backed Only). For third-party claims alleging bodily injury, death, or property damage that are, or but for exhaustion of policy limits would be, covered by Consultant's Commercial General Liability or Automobile Liability insurance, Consultant shall, upon written tender by City, cause its insurer(s) to defend City as an additional insured, subject to policy terms and limits. The duty to defend shall not extend to claims based solely on professional negligence, which are governed by Professional Services Indemnification below. Nothing herein requires Consultant to defend or indemnify City for City's sole negligence, consistent with §41-9A-3, Code of Alabama.

b. Claims Cooperation (CGL/Auto Claims)

For any claim arising out of or covered by Consultant's Commercial General Liability or Automobile Liability insurance, Consultant shall immediately notify its insurers, promptly assume the defense if required, and fully cooperate with the City and its legal counsel in defending, negotiating, or resolving such claims. Such cooperation includes providing prompt access to documents, records, or personnel with knowledge relevant to the claim. Consultant shall give immediate written notice to its insurers and City upon receipt of any claim or suit, accept tender within 10 days where required, and fully cooperate... If an insurer declines to defend City, Consultant shall reimburse City's reasonable defense costs until the insurer assumes the defense or the claim is resolved.

c. Sole Negligence Carve-Out

Consultant shall have no obligation to indemnify or defend the City against losses caused by the City's sole negligence; for concurrent fault, Consultant's obligation is limited to the extent of Consultant's fault as allowed by §41-9A-3.

d. No Limitation by Insurance

Consultant's indemnity obligations are independent of and shall not be limited by any insurance maintained by Consultant. Self-insured retentions (SIR) and deductibles are the sole responsibility of Consultant; policies shall not be "fronting" policies. Failure to satisfy a SIR shall not relieve the insurer's duty to defend or indemnify the City.

e. Statutory Compliance.

This §A.1 is intended to comply with §41-9A-3, Code of Alabama (1975), and shall be construed and enforced consistent therewith.

2. Professional Services Indemnification (E&O-Backed)

Consultant shall procure and maintain the professional liability insurance required under this Agreement as a condition precedent to the effectiveness of this indemnity.

a. Indemnity Obligation

In accordance with § 41-9A-3, Code of Alabama (1975), Consultant shall indemnify and hold harmless the City and its officers, elected officials, agents, representatives, employees, and volunteers from and against any and all claims, suits, liabilities, damages, losses, diminution in value, costs, and related expenses (including reasonable attorney fees and court costs) to the extent caused, in whole or in part, by the negligent, reckless, or intentional acts or omissions, intellectual property infringement, or failure to pay a subconsultant or supplier of Consultant, its subconsultants, or anyone for whom Consultant is legally liable.

b. Defense Cost Reimbursement

Consultant has no independent duty to defend City against professional liability claims. However, Consultant shall reimburse City for reasonable attorneys' fees, expert fees, and litigation costs incurred in defending claims described in §A.2.a in proportion to (i) any adjudicated share of fault of Consultant, or (ii) if resolved without adjudication, a reasonable allocation of such costs attributable to Consultant's alleged acts or omissions, reflected in the settlement or as otherwise reasonably determined.

c. Insurance Alignment

Consultant acknowledges that some §A.2.a risks (e.g., intellectual property infringement; failure to pay subconsultants) may not be insured under professional liability coverage. Consultant's indemnity obligations are independent of insurance.

d. Claims Cooperation (Professional Liability Claims)

Consultant shall cooperate reasonably with the City and its legal representatives in evaluating, negotiating, or resolving claims subject to Consultant's professional indemnification obligations. Such cooperation includes providing available documents, records, information, and access to Consultant's personnel with knowledge relevant to such claims. Nothing herein shall obligate Consultant to independently defend the City, except as permitted by Alabama law (§41-9A-3).

3. Statutory Compliance

Nothing in this Section shall be construed to require Consultant to indemnify, hold harmless, or defend the City except to the extent permissible under Alabama law (§41-9A-3).

4. Tender & Reservation of Rights

City's tender of defense to Consultant or its insurer may be accepted subject to a reservation of rights; if rejected, Consultant shall reimburse City's reasonable defense costs as provided herein.

5. No Waiver of Immunities

Nothing herein is a waiver of City's governmental or sovereign immunities, defenses, or limitations of liability under Alabama law.

6. No Third-Party Beneficiaries

These insurance and indemnity provisions create no rights in any third party.

B. STANDARD OF PERFORMANCE

Consultant shall perform all professional services under this Agreement with the professional skill, care, diligence, and competence ordinarily exercised by similarly situated professionals performing similar services under comparable circumstances, in a manner consistent with industry standards, best practices, and applicable laws, regulations, ordinances, and City policies communicated to Consultant in writing.

C. INSURANCE REQUIREMENTS

1. General Conditions

Consultant shall, at its own expense, procure and maintain the insurance described below for the entire term of the Contract, including all warranty periods. All insurers must be admitted to do business in Alabama and carry a current A.M. Best rating of A-, VII or better. Consultant shall procure, maintain, and enforce compliance from all subconsultants for the duration of this Agreement and applicable extended periods:

- Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 general and products/completed operations aggregate, per-project aggregate.
- Automobile Liability: \$1,000,000 combined single limit (owned, non-owned, hired).
- Workers' Compensation: Statutory limits; Employers' Liability: \$1,000,000 each accident/policy limit/employee.
- Umbrella Liability: \$2,000,000 per occurrence and aggregate (true follow form over CGL, Auto, and EL, including additional insured, primary/non-contributory, and waiver of subrogation status).
- Professional Liability: \$2,000,000 per claim/aggregate; retroactive date no later than the start of Services; maintained through final completion and for two (2) years thereafter via continuous coverage or an Extended Reporting Period (ERP/tail). Consultant shall provide evidence of the retro date and ERP before final payment.
- Consultant shall provide written evidence of required professional liability tail coverage prior to final payment.

2. Policy and Endorsement Requirements

- Policies shall name the City as an Additional Insured (CGL, Auto, Umbrella).
- Insurance shall be primary and non-contributory to any insurance carried by the City.
- Policies must include Waiver of Subrogation in favor of the City (all coverages).
- Consultant shall provide certificates of insurance and endorsements to City within ten (10) days of execution, before starting services, and upon renewal.
- Policies must provide thirty (30) days' notice (ten (10) days for non-payment) to the City of cancellation or material change.
- If any required policy lapses, is cancelled, or becomes non-compliant, Contractor shall fully reinstate coverage within three (3) business days after written notice from the City. Should Contractor fail to do so, the City may procure equivalent coverage and deduct all associated costs from payments otherwise due to Contractor.
- Contractor shall not commence on-site Work—and the City may withhold any payment—until the City has received and approved all required certificates of insurance and endorsements. The City's approval does not waive deficiencies.

3. Subconsultant Monitoring & Compliance

Consultant shall:

- Ensure all subconsultants comply fully with insurance obligations equal to or exceeding those required of Consultant.
- Obtain and verify insurance certificates and endorsements from subconsultants before allowing commencement of work.
- Actively monitor subconsultant insurance compliance throughout project duration and promptly remedy non-compliance.
- Upon City request, furnish documented evidence of subconsultant compliance, monitoring activities, and corrective actions taken.

4 Evidence of Insurance & Cure

Failure to maintain required insurance or furnish acceptable evidence is a material breach. City may withhold payments, suspend Services, or terminate for cause. Consultant shall cure within 5 business days of notice.

D. SURVIVAL

All indemnity obligations and insurance requirements under this Agreement shall survive termination or expiration of this Agreement and remain enforceable until the later of the applicable statute of limitations period or required insurance coverage tail period.

11 STANDARD OF PERFORMANCE

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

12 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant, or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from City of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

13 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing 10 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

14 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY

City of Mobile

PO Box 1827, Mobile, Alabama 36633-1827 or

205 Government Street, 2nd Floor — South Tower, Mobile, Alabama 36604

Attn: Jennifer Greene

CONSULTANT

Volkert, Inc.

1110 Montlimar Drive, Suite 1050

Mobile, Alabama 36609

Attn: Jordan Stringfellow

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

15 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

16 MISCELLANEOUS

16.1 **Governing Law.** The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

16.2 **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

16.3 **Binding Effect.** The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

16.4 **Parties in Interest.** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

16.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall

be deemed an original, but all of which together shall constitute a single agreement.

16.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

16.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

16.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

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

16.10 Compliance with Alabama Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

16.11 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

17.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.13 Anti-Boycott. Consultant agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

17.14 The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://www.e-builder.net>. Firms, including subconsultants, shall use e-Builder as an essential component to project management with the City of Mobile.

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

City of Mobile:

Volkert, Inc.:

Spiro N. Cheriogotis
Mayor, City of Mobile

By: 
Harold Z. Eubanks
Title: Regional Vice President

Attest:

City Clerk

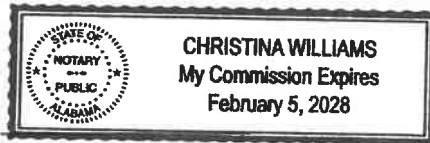
STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Harold Z. Eubanks as Regional Vice President of Volkert, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the authorized officer of Volkert, Inc.

Sworn to and subscribed for me this 30th day of Oct, 2021.


NOTARY PUBLIC

My Commission Expires:



Attachment A

TASK ORDER FOR PROFESSIONAL SERVICES

This Task Order is made this the _____ day of _____, 20____, by and between The City of Mobile (“City”) and Volkert, Inc. (“Consultant”) pursuant to the terms and conditions set forth in the Master Services Agreement (MSA) executed between the parties on the _____ day of _____ 20____, (“Agreement”), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is T.O. 001. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

The consultant will perform items 1, 2, 3, 4, and 5 as identified in Section 1 (Scope of Services) of the MSA generally including community and stake holder engagement services, development of design concepts, and cost-estimating. More specifically the work will include:

- **Task 0 – Mobilization & Kickoff (Volkert, Scape, Cypress, and Rome)**

This task will involve review of the existing master plan, analysis of data gaps, development of the project work plan, and preparation of meeting materials for the master plan kickoff workshop. This task will also involve a two-day in-person project kick-off workshop. One day will consist of workshops with City of Mobile departments to review and discuss refinement of the existing master plan. The second day will include site tours and neighborhood tours with the project team and core City of Mobile team. There will be staff from Volkert, Scape, Cypress, and Rome in attendance. Volkert and Scape will be co-leading the mobilization and kickoff task.

Task Deliverables:

Data gap analysis, Project work plan, Meeting materials for master plan kickoff workshop

- **Task 1 – Master Plan Reassessment (Volkert, Scape, Rome Office)**

Scape, Volkert, and the City of Mobile core team will work together to identify and reassess project needs, requirements, and goals of the Perch Creek Master Plan. Volkert will be leading the connectivity planning under the reassessment task. Connectivity planning will consist of connections between the three properties, connections to the Crepe Myrtle Trail, and Brookley by the Bay. As part of connectivity analysis, there will be preliminary utility coordination, existing Right-of-Way and property owner review, and preliminary plan maps/typical sections that would incorporate key City initiatives. Additionally, Scape will be leading existing conditions review and sketch parti alternative concepts. Additionally, Rome Office will develop program lists and requirements for structures within the multi-site project area. Rome Office will also prepare adaptive reuse feasibility studies of the two (2) structures located in the Ziebach site. Lastly, Rome Office will conduct research to help define the architectural strategy (scale, form, and materiality).

Task Deliverables:

As detailed in SCAPE’s Proposal: Addendum to the existing Perch Creek Preserve Master Plan including an updated project statement, requirements, and goals, existing conditions and project precedents, one (1) connectivity map and typical sections, one (1) overall project parti sketch;

As detailed in Rome Office's proposal: program list, existing structure reuse feasibility, architectural precedents.

- **Task 2 – Master Plan Refinement (Volkert, Scape, Rome Office)**

This task will involve the development of up to two (2) unique concept designs for the three sites within the Perch Creek Preserve project area. SCAPE will facilitate a collaborative process to select one sketch, or a hybrid of the two concepts, to advance to a final concept design. Volkert will lead in the preparation of cost estimates based on the selected final concept designs as well as phasing/implementation plans. This task will also consist of the facilitation of one community workshop. The project team will rely on the City to schedule the workshop, identify and reserve the workshop location, provide the facilities and supplies, and advertise the workshop to the community. SCAPE will lead the development of graphic materials and format for the workshop. Additionally, Rome Office will collaborate with SCAPE on scale and siting of park structures, prepare two (2) alternative massing and conceptual design studies for one (1) picnic pavilion and restroom structure that align with program requirements, prepare two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the park, and prepare high-level probable cost ranges for typical restroom and picnic pavilion structures.

Task Deliverables:

As detailed in SCAPE's Proposal: Concept Design Addendum to the existing Perch Creek Preserve Master Plan;

Cost Estimates based on the final conceptual design, phasing/implementation plan;

As detailed in Rome Office's Proposal: Two (2) alternative massing and conceptual design studies for one (1) picnic pavilion and one (1) restroom structure that align with program requirements, two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the park, and high-level probable cost ranges for typical restroom and picnic pavilion structures.

- **Task 3 – Master Plan Habitat & Shoreline Analysis (Cypress Environment & Infrastructure)**

This task will involve the scope that is detailed in Cypress Environment & Infrastructure proposal.

Task Deliverables: As detailed in Cypress's proposal.

- **Task 4 – Public Engagement Services (Lyvve Strategies)**

This task will include Lyvve Strategies assisting the City in community engagement. This does not include leading the community meetings or workshops. The primary scope of work will be assisting in outreach and preparation of documentation to be presented. Lyvve Strategies services will include assistance for one (1) project kick-off meeting, one (1) large community workshop meeting, five (5) small meetings, community management updates, and final presentation meetings.

WORK SCHEDULE

Immediately upon receipt of authorization to proceed, as described above, we will schedule the start of the field investigations. Below is a summary schedule of time to start and estimated time for completion for each of the major work items:

Mobilization & Kickoff	2 weeks (assuming a start date of 11/03/2025)
Master Plan Reassessment	6 weeks
Master Plan Refinement	8 weeks
Total	16 weeks

SCOPE OF SERVICES

The specific scope of work presented addresses the phase 1 tasks noted above: Additional items of work not detailed below necessary for the development of this project and required under the MSA will be performed under future phases. Additional items of work not covered by the MSA can be performed under a separate scope and fee.

1. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is \$305,459.00 (Three Hundred Five Thousand Four Hundred Fifty-Nine Dollars and No Cents).
2. Deliverables to be provided under this Task Order are noted under each of the sub task items noted above.
3. Refer to attached proposal for full proposal scope and fee.

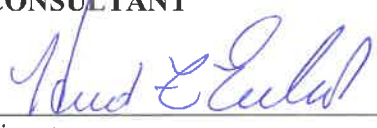
CITY

Signature

Name (Printed or Typed)

Date

CONSULTANT



Signature

HAROLD Z. EUBANKS

Name (Printed or Typed)

10-30-2025

Date



ENGINEERING FEE PROPOSAL

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile

Date: October 14, 2025



PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

INDEX

DESCRIPTION	SHEET NUMBER
Project Introduction & Scope.....	3
Basic Services.....	3
Anticipated Schedule.....	5
Excluded Services.....	5
Summary of Professional Services Fee Proposal.....	7
Man-Hour & Cost Estimates.....	8

ATTACHMENTS

Project Site Locations	ATTACHMENT A
Subconsultant Proposal (SCAPE).....	ATTACHMENT B
Subconsultant Proposal (Rome Office).....	ATTACHMENT C
Subconsultant Proposal (Cypress Environment & Infrastructure).....	ATTACHMENT D
Subconsultant Proposal (Lyvve Strategies).....	ATTACHMENT E

PROJECT INTRODUCTION & SCOPE

This proposal will include professional services for the reassessment and refinement of the existing Perch Creek Preserve Master Plan. The proposal hereon will be considered task 1 of a multitask master services agreement. Our understanding is that task 2 will include the design and development of construction documents following recommendations from task 1. As shown in Exhibit A in Attachment A, the Perch Creek Preserve project is comprised of three zones: McNally Park, Ziebach Park / Helen Wood Park, and Perch Creek Preserve. Each of the three sites have features that vary widely from one site to the next. Helen Wood Park will not be included in this scope of work as it has already been updated.

This proposal includes professional services from multiple firms that will create a well-orchestrated and implementable path forward for the detailed conceptual design of the Perch Creek Preserve Master Plan. A large portion of Volkert's role in the master plan reassessment and refinement will be to explore accessibility/connectivity between the three zones and assist Scape with any site civil conceptual design within each of the parks. Access considerations will be the implementation of the extension of the Crepe Myrtle Trail starting from Brookley by the Bay Park to Perch Creek Preserve. Scape Landscape Architecture will provide a plethora of services ranging from master planning, preliminary rendering, and community workshop facilitation. Cypress Environment & Infrastructure will provide services to assess flood risks, habitats, and shorelines across the three sites. Lyvve Strategies will provide services for assisting in public engagement. Rome Office will provide services for architectural schemes.

The sections below provide more detail regarding the specific tasks included in this proposal.

BASIC SERVICES (Lump Sum)

- Task 0 – Mobilization & Kickoff

This task will involve review of the existing master plan, analysis of data gaps, development of the project work plan, and preparation of meeting materials for the master plan kickoff workshop. This task will also involve a two-day in-person project kick-off workshop. One day will consist of workshops with City of Mobile departments to review and discuss refinement of the existing master plan. The second day will include site tours and neighborhood tours with the project team and core City of Mobile team. There will be staff from Volkert, Scape, Cypress, and Rome in attendance. Volkert and Scape will be co-leading the mobilization and kickoff task.

Task Deliverables: Data gap analysis, Project work plan, Meeting materials for master plan kickoff workshop

PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

- Task 1 – Master Plan Reassessment

Scape, Volkert, and the City of Mobile core team will work together to identify and reassess project needs, requirements, and goals of the Perch Creek Master Plan. Volkert will be leading the connectivity planning under the reassessment task. Connectivity planning will consist of connections between the three properties, connections to the Crepe Myrtle Trail, and Brookley by the Bay. As part of connectivity analysis, there will be preliminary utility coordination, existing Right-of-Way and property owner review, and preliminary plan maps/typical sections that would incorporate key City initiatives. Additionally, Scape will be leading existing conditions review and sketch parti alternative concepts as described in Scape's proposal in Attachment B. Additionally, Rome Office will develop program lists and requirements for structures within the multi-site project area. Rome Office will also prepare adaptive reuse feasibility studies of the two (2) structures located in the Ziebach site. Lastly, Rome Office will conduct research to help define the architectural strategy (scale, form, and materiality). Rome Office's proposal is attached in Appendix C.

Task Deliverables: As detailed in SCAPE's Proposal: Addendum to the existing Perch Creek Preserve Master Plan including an updated project statement, requirements, and goals, existing conditions and project precedents, one (1) connectivity map and typical sections, one (1) overall project parti sketch;

As detailed in Rome Office's proposal: program list, existing structure reuse feasibility, architectural precedents

- Task 2 – Master Plan Refinement

This task will involve the development of up to two (2) unique concept designs for the three sites within the Perch Creek Preserve project area. SCAPE will facilitate a collaborative process to select one sketch, or a hybrid of the two concepts, to advance to a final concept design. Volkert will lead in the preparation of cost estimates based on the selected final concept designs as well as phasing/implementation plans. This task will also consist of the facilitation of one community workshop. The project team will rely on the City to schedule the workshop, identify and reserve the workshop location, provide the facilities and supplies, and advertise the workshop to the community. SCAPE will lead the development of graphic materials and format for the workshop. Additionally, Rome Office will collaborate with SCAPE on scale and siting of park structures, prepare two (2) alternative massing and conceptual design studies for one (1) picnic pavilion and restroom structure that align with program requirements, prepare two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the park, and prepare high-level probable cost ranges for typical restroom and picnic pavilion structures.

Task Deliverables: As detailed in SCAPE's Proposal (Attachment B): Concept Design Addendum to the existing Perch Creek Preserve Master Plan;

Cost Estimates based on the final conceptual design, phasing/implementation plan;

PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

As detailed in Rome Office’s Proposal (Attachment C): Two (2) alternative massing and conceptual design studies for one (1) picnic pavilion and one (1) restroom structure that align with program requirements, two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the park, and high-level probable cost ranges for typical restroom and picnic pavilion structures.

- Task 3 – Master Plan Habitat & Shoreline Analysis (Cypress Environment & Infrastructure)

This task will involve the scope that is detailed in Cypress Environment & Infrastructure proposal. Cypress’ proposal is included in Attachment D.

Task Deliverables: As detailed in Cypress’s proposal in Attachment D.

- Task 4 – Public Engagement Services (Lyvve Strategies)

This task will include Lyvve Strategies assisting the City in community engagement. This does not include leading the community meetings or workshops. The primary scope of work will be assisting in outreach and preparation of documentation to be presented. Lyvve Strategies services will include assistance for one (1) project kick-off meeting, one (1) large community workshop meeting, five (5) small meetings, community management updates, and final presentation meetings. Lyvve Strategies’ proposal is attached is Attachment E.

ANTICIPATED SCHEDULE

Mobilization & Kickoff	2 Weeks (assuming start of 11/3/25)
Master Plan Reassessment	6 Weeks
Master Plan Refinement	8 Weeks
TOTAL	16 Weeks

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added at the request of the Owner in the form of an amendment or a separate task order.

The following are not included in the scope of this proposal:

- This proposal does not include any structural design.
- This proposal does not include a structural analysis of the existing structures located at Ziebach Park. Depending on the proposed use of the existing structures, a structural analysis will be performed in a later task order under the Perch Creek Preserve Master Services Agreement.

PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

- c) Architectural designs of any proposed buildings beyond the conceptual designs for the structures presented in Rome Office's proposal are not included in this proposal.
- d) This proposal does not include any environmental assessment, NEPA documentation, permitting, or mitigation services. Wetland delineations are not included in this proposal.
- e) This proposal does not include any traffic study or assessment services.
- f) This proposal does not include any topographic survey or boundary survey services. The topographic and property data required for the design shall be conducted in a later task order under the Perch Creek Preserve Master Services Agreement or under a separate purchase order by the City of Mobile.
- g) This proposal does not include any geotechnical investigation services or material testing services. The geotechnical investigation shall be conducted in a later task order under the Perch Creek Preserve Master Services Agreement or under a separate purchase order by the City of Mobile.
- h) This proposal does not include any costs associated with printing materials for community engagement or stakeholder meetings. The Volkert Team will help prepare schematics and other documents, but the City will be responsible for printing and providing the materials for the meetings.

SUMMARY OF PROFESSIONAL SERVICES FEE PROPOSAL		
PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT		
BASIC / PROFESSIONAL SERVICES (LUMP SUM)		
TASK	SERVICE DESCRIPTION	TOTAL COST
Task 0	Mobilization and Kickoff	\$25,536.00
Task 1	Master Plan Reassessment	\$72,885.00
Task 2	Master Plan Refinement	\$158,890.00
Task 3	Master Plan Habitat & Shoreline Analysis (Cypress Environment & Infrastructure)	\$20,298.00
Task 4	Public Engagement Services (Lyvve Strategies)	\$17,850.00
TOTAL PROFFESIONAL SERVICES COST - LUMP SUM		\$295,459.00
Task N/A	Estimated Reimbursable Expenses (SCAPE)	\$10,000.00
TOTAL ESTIMATED REIMBURSABLE COSTS - TIME & MATERIALS/NOT TO EXCEED		\$10,000.00
TOTAL PROFESSIONAL SERVICES COST (INCLUDING REIMBURSABLE EXPENSES)		\$305,459.00

VOLKERT - FEE SUMMARY

Task No.	MAN-HOUR ESTIMATE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT				
0	Mobilization & Kickoff - Volkert	Project Manager	Staff 2 Prof.	Tech	Admin
0.A	Project Kickoff Workshop	16	16		
0.B	Mobilization Coordination Calls & Emails	8	8		
0.C	Coordination with Subconsultants	4	4		
TOTAL MAN-HOURS		28	28	0	0

Task No.	PROPOSED FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT			
0	Mobilization & Kickoff - Volkert	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	28	\$236.00	\$6,608.00
	Staff 2 Professional	28	\$201.00	\$5,628.00
	Technician	0	\$126.00	\$0.00
	Administration Assistant	0	\$201.00	\$0.00
TOTAL MOBILIZATION AND KICKOFF COSTS				\$12,236.00 LS

Task No.	MAN-HOUR ESTIMATE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT				
1	Master Plan Reassessment - Volkert	Project Manager	Staff 2 Prof.	Tech	Admin
1.A	Research and gather data (maps, GIS data, etc.)		4	4	
1.B	Contact and coordinate with utility providers (water, sewer, gas, electric, communications)		4		
1.C	Evaluate existing utilities and other potential obstacles	2	8		
1.D	Evaluate existing ROW & Property Owners in Scope Area		8	8	
1.E	Develop a compiled map / CAD model of existing infrastructure and ROW / property	2	8	24	
1.F	Develop Plan and Typical Section Options	2	20	24	
1.G	Code Review Inside Individual Park Sites (parking lot sizing, lighting)	2	8		
1.H	Coordination with Subconsultants	4	4		
1.I	Virtual Design Team Coordination Calls, up to six (6) (Master Plan Reassessment Phase)	6	6		
1.J	Virtual Design Team/City of Mobile Meetings, up to three (3) (Master Plan Reassessment Phase)	3	3		
1.K	In-person or virtual stakeholder meetings, up to two (2) (Master Plan Reassessment Phase)	8	8		
TOTAL MAN-HOURS		29	81	60	0

Task No.	PROPOSED FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT			
1	Master Plan Reassessment - Volkert	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	29	\$236.00	\$6,844.00
	Staff 2 Professional	81	\$201.00	\$16,281.00
	Technician	60	\$126.00	\$7,560.00
	Administration Assistant	0	\$201.00	\$0.00
TOTAL MASTER PLAN REASSESSMENT COSTS				\$30,685.00 LS

Task No.	MAN-HOUR ESTIMATE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT				
2	Master Plan Refinement - Volkert	Project Manager	Staff 2 Prof.	Tech	Admin
2.A	Cost Estimation for civil items depicted refined master plan (i.e. sidewalks, roadways, curbs, drainage, utilities, etc.)	4	16	16	
2.B	Virtual Design Team Coordination Calls, up to eight (8) (Master Plan Refinement Phase)	8	8		
2.C	Virtual Design Team/City of Mobile Meetings, up to four (4) (Master Plan Refinement Phase)	4	4		
2.D	Half-day, in person workshop with City Departments (Master Plan Refinement Phase)	6	6		
2.E	In-person or virtual stakeholder meetings, up to two (2) (Master Plan Refinement Phase)	8	8		
2.F	In person Community Workshop (Master Plan Refinement Phase)	4	4		
2.G	Coordination with subconsultants	8	16		
TOTAL MAN-HOURS		42	62	16	0

Task No.	PROPOSED FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT			
2	Master Plan Refinement - Volkert	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	42	\$236.00	\$9,912.00
	Staff 2 Professional	62	\$201.00	\$12,462.00
	Technician	16	\$126.00	\$2,016.00
	Administration Assistant	0	\$201.00	\$0.00
TOTAL MASTER PLAN REFINEMENT COSTS				\$24,390.00 LS

GRAND TOTAL (VOLKERT) FEE				\$67,311.00 LS
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PROJECT DESCRIPTION: Perch Creek Preserve - Task 1 Master Plan Reassessment & Refinement

SCAPE - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
0	Mobilization & Kickoff - SCAPE	
0	SCAPE Services	
TOTAL MOBILIZATION & KICKOFF (SCAPE) FEE		\$10,000.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
1	Master Plan Reassessment - SCAPE	
1	SCAPE Services	
TOTAL MASTER PLAN REASSESSMENT (SCAPE) FEE		\$35,000.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
2	Master Plan Refinement - SCAPE	
2	SCAPE Services	
TOTAL MASTER PLAN REFINEMENT (SCAPE) FEE		\$115,000.00 LS
SUBTOTAL (SCAPE) FEE		\$160,000.00 LS

Task No.	ESTIMATED REIMBURSABLE EXPENSES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
N/A	Estimate of Reimbursables Expenses - SCAPE	
N/A	SCAPE Reimbursable Expenses	
TOTAL REIMBURSABLE EXPENSES (SCAPE) FEE		\$10,000.00 T/M + NTE
GRAND TOTAL (SCAPE) FEE		\$170,000.00

PROJECT DESCRIPTION: Perch Creek Preserve - Task 1 Master Plan Reassessment & Refinement

ROME - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
0	Mobilization & Kickoff - Rome Office	
0	Rome Office Services	
TOTAL MOBILIZATION & KICKOFF (ROME OFFICE) FEE		\$3,300.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
1	Master Plan Reassessment - Rome Office	
1	Rome Office Services	
TOTAL MASTER PLAN REASSESSMENT (ROME OFFICE) FEE		\$7,200.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
2	Master Plan Refinement - Rome Office	
2	Rome Office Services	
TOTAL MASTER PLAN REFINEMENT (ROME OFFICE) FEE		\$19,500.00 LS

GRAND TOTAL (ROME OFFICE) FEE		\$30,000.00 LS
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CYPRESS ENVIRONMENT & INFRASTRUCTURE - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
3	Master Plan Habitat & Shoreline Analyis - Cypress Environment & Infrastructure	
3	Cypress Environment & Infrastructure Services	
TOTAL MASTER PLAN HABITAT & SHORELINE ANALYSIS (CYPRESS) FEE		\$20,298.00

GRAND TOTAL (CYPRESS) FEE		\$20,298.00 LS
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LYVVE STRATEGIES - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
4	Public Engagement Services - Lyvve Strategies	
4	Lyvve Strategies Services	
TOTAL PUBLIC ENGAGEMENT (LYVVE) FEE		\$17,850.00

GRAND TOTAL (CYPRESS) FEE		\$17,850.00
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ATTACHMENT A – PROJECT SITE LOCATIONS

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile

Date: October 14, 2025



EXHIBIT A



Zone 1

Perch Creek
Preserve

Zone 2
McNally Park

Zone 2

Ziebach
Zone 3A

Zone 3B

Helen
Wood Park



Legend

- Zone 1 - Perch Creek
- Zone 2 - McNally
- Zone 3A - Ziebach
- Zone 3B - Helen Wood (Completed)



ATTACHMENT B – SUBCONSULTANT PROPOSAL (SCAPE LANDSCAPE ARCHITECTURE)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile **Date:** October 14, 2025



SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

T 212 462 2628 SCAPESTUDIO.COM

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Task Order 1: Perch Creek Preserve
Request for Proposals

September 9, 2025

Jordan Stringfellow, Volkert
jordan.stringfellow@volkert.com

PROJECT UNDERSTANDING

It is our understanding that Volkert is interested in retaining SCAPE for landscape design and master planning services for the Perch Creek Preserve project with the City of Mobile (Client). The scope of the Perch Creek Preserve project area is inclusive of the areas outlined below (Exhibit A):

- Zone 1: Perch Creek Preserve
- Zone 2: McNally Park
- Zone 3A: Ziebach
- Zone 3B: Helen Wood Park (completed)
- Right-of-way and/or greenway connections between each zone

The following document outlines our fee and deliverables per design phase and our estimated project expenses. SCAPE assumes a 3.5-month continuous design schedule for the project based on this proposed schedule:

- 0 – Mobilization and Kickoff – 2 weeks, start 11/3/2025
- 1 – Master Plan Reassessment – 4 weeks
- 2 – Master Plan Refinement – 8 weeks

We assume our services will extend through the next phases of design and construction observation in future task orders and look forward to submitting our proposal for design services when the current scope of work is complete.

Consultants to Client team: Volkert is the prime consultant and SCAPE assumes that civil, structural, utility, geotechnical, survey, architecture, coastal, and local community outreach will be provided by Volkert or their subconsultants to support our efforts. We will rely on Volkert to manage the project, schedule, and coordination. We assume our work will be developed in parallel with all other consultants, and we will work under a coordinated effort to ensure a smooth design process.

Subconsultants to SCAPE: SCAPE does not require subconsultants for this scope of work.

Cost Estimating: Cost estimating is not included in SCAPE's scope of services. We will review and comment on cost estimates by others.

REQUIRED INFORMATION

SCAPE understands that the Client will provide the following information with reasonable promptness for us to complete our work:

- Existing/previous planning and design studies for our reference.
- Summary documents from any public outreach or engagement previously completed for the project site.
- Site basemaps, GIS shapefiles, and relevant CAD files for illustrative design purposes.
- Any additional relevant and available technical reports for our reference.

Prior to the project advancing to the design and documentation phases, SCAPE will require a current and comprehensive site survey, stamped by a licensed surveyor, for technical documentation purposes in PDF and CAD format. We assume the site survey, geotechnical report, and a recent tree assessment/inventory will be provided by Volkert or their subconsultants before commencing future phases of work.

SCOPE OF SERVICES

0 – MOBILIZATION AND KICKOFF – 2 WEEKS

Mobilization: SCAPE will support Volkert and the Client team to schedule meeting cadences, finalize the project schedule, develop a work plan and stakeholder engagement plan, and convene a core project delivery team of City officials. SCAPE will review existing/previous planning and design studies for the Perch Creek Preserve project sites, request and collect data required for the master plan reassessment phase, and identify data gaps to be requested from the Client team.

Project Kickoff Workshop: During this phase, SCAPE and Volkert will co-lead a two-day in-person project kick-off workshop. We assume one day will consist of workshops with City of Mobile departments to review and discuss refinements to the master plan. The second day will include site tours of the three sites and neighborhood tours with the project team and core City team.

Deliverables:

- Data gap analysis
- Project work plan
- Meeting materials for the master plan kickoff workshop

Meetings:

- Virtual project management meetings, up to two (2).
- One (1) two-day in-person project kickoff workshop.

Travel Summary:

- Up to one (1) trip for three (3) SCAPE team members

1 – MASTER PLAN REASSESSMENT – 4 WEEKS

SCAPE will work with Volkert and the core City team to identify and reassess project needs, requirements, and goals of the Perch Creek Master Plan. While the goals will be aspirational to support the vision, they will also be actionable to inform an implementation pathway. We will support Volkert in planning

connectivity between Perch Creek Preserve properties (Zone 1,2, 3A, 3B), including connections to the Crepe Myrtle Trail and Brookley by the Bay, and incorporate key City initiatives and projects in the planning process. Through the data gap analysis, we will identify up to three (3) existing conditions to review in more detail and develop a series of maps, sections, and diagrams to understand the unique land conditions that will inform our concept design proposal. SCAPE will work iteratively to produce two (2) sketch parti alternatives for the overall Perch Creek Preserve project area using hand sketches, diagrams, and precedent imagery to convey our big ideas for the site. Each alternative will be grounded in both our existing conditions analysis and visioning goals. SCAPE will share these sketch options for review and feedback from the Client in a presentation, where one sketch, or a hybrid of the two, will be selected for inclusion in the master plan addendum.

Deliverables:

- Addendum to the existing Perch Creek Preserve Master Plan, draft and final (digital PDF). The addendum will include:
 - Updated project statement, requirements, and goals
 - Existing conditions and project precedents
 - One (1) overall project parti sketch

Meetings:

- Weekly virtual design team coordination calls, up to six (6).
- Virtual meetings with the core City team every other week, up to two (2).
- Up to two (2) in-person or virtual stakeholder meetings.

Travel Summary:

- Up to one (1) trip for three (3) SCAPE team members

2 – MASTER PLAN REFINEMENT – 8 WEEKS

Based on the outcomes of 1 – *Master Plan Reassessment*, SCAPE will develop unique concept designs for Zones 1, 2, and 3A within the Perch Creek Preserve project area. We will develop up to two (2) concept design sketch alternatives

for each zone to present to the Client. For each zone, we will facilitate a collaborative process to select one sketch, or a hybrid of the two sketches, to advance to final concept design. We will review and comment on cost estimates for the final concept designs for each zone and support the development of a phasing and implementation plan. SCAPE assumes Volkert will lead the cost estimates and phasing/implementation plan.

Community Workshop: SCAPE will facilitate one community workshop during this phase. We will rely on the City to schedule the workshop, identify and reserve the workshop location, provide the facilities and supplies, and advertise the workshop to the community. SCAPE will lead the development of the graphic materials and format for the workshop.

Deliverables:

- Concept design addendum to the existing Perch Creek Preserve Master Plan, draft and final (digital PDF). The addendum will include:
 - One-page executive summary and image captions
 - One (1) overall project area illustrative plan.
 - Up to three (3) illustrative enlargement plans, one for each zone.
 - Up to four (4) renderings
 - Illustrative sections, diagrams, and precedent imagery to convey design intent

Meetings:

- Weekly virtual design team coordination calls, up to eight (8).
- Virtual meetings with the core City team every other week, up to four (4).
- One (1) half-day in-person workshop with City departments to review the concept design plans.
- Up to two (2) virtual or in-person stakeholder meetings.
- Up to one (1) in-person community workshop

Travel Summary:

- Up to two (2) trips for three (3) SCAPE team members

ASSUMPTIONS/EXCLUSIONS

1. We expect that SCAPE will be given full and proper credit for landscape architecture and site design and that our services will extend through the construction observation & installation phase.
2. SCAPE assumes our work will be developed alongside the team's design efforts, and we will be working under a coordinated design effort to ensure a smooth design process.
3. All files will be developed in AutoDesk AutoCAD, Microsoft Word and Excel, and Adobe Illustrator and InDesign, as appropriate. Deliverables will be submitted to the Client in PDF format.
4. SCAPE assumes there will be no LEED calculations or documentation included in the landscape architecture scope of work. We will provide exhibitions or area calculations to others for computation relative to LEED as needed.
5. Land use attorney services is not part of SCAPE's services.
6. Extension of the project schedule beyond the parameters mentioned above or additional meetings and visits beyond what is included in the scope of work above will be considered an additional service.
7. Additional renderings beyond what is included in the scope of work above will be considered an additional service. Additional renders will be charged as \$4,500 rate per presentation rendering. Rates are valid for the current calendar year and may be increased subsequently without written notice.

FEES FOR PROFESSIONAL SERVICES

Project Phase	Duration	SCAPE Fee	Payment Term
0 – Mobilization and Kickoff	2 wks	\$10,000	Fixed fee
1 – Master Plan Reassessment	4 wks	\$35,000	Fixed fee
2 – Master Plan Refinement	8 wks	\$115,000	Fixed fee
TOTAL FEE FOR PROFESSIONAL SERVICES	<u>14 wks</u>	<u>\$160,000</u>	<u>Fixed fee</u>

Estimate of Reimbursable Expenses		\$10,000	T/M + NTE
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PAYMENT TERMS:

Fixed Fee: Fixed fee phases shall be invoiced monthly based on the percentage of work completed within the billing period.

Time and Materials (T/M) with Not to Exceed (NTE): Time and Materials (T/M) phases shall be invoiced monthly according to SCAPE scheduled rates. Please see hourly rates table below. Estimated Not to Exceed (NTE) amounts will not be increased without Client's prior approval.

Monthly: The lump sum fee provided will be divided at an equal monthly rate across the stated duration of the phase. Extension of the schedule beyond the stated duration will be billed at the monthly rate.

Reimbursable Expenses (estimate): Project expenses may include in-house printing costs for presentation materials or travel expenses including flights, hotels, mileage, car rental, meals, and incidentals for site visits and in-person meetings. SCAPE shall not be responsible for multiple printing & distribution of multiple sets of presentation materials and reports. All large-scale printing such as drawing sets or presentation boards shall be done by others. SCAPE will add a 10% mark-up on all reimbursable project expenses. SCAPE assumes any unused expenses will be billed as fee with the final invoice.

Remobilization Fee: This Scope of Services assumes a continuous project schedule. If the project goes on hold for an extended period (greater than 2-months), SCAPE reserves the right to submit a revised fee to reflect costs associated with the remobilization of project team.

HOURLY BILLING RATES

Services outlined under the Scope of Services are calculated using our hourly billing rates. Current rates are as follows:

Founding Principal	\$350/Hour
Senior Principal	\$300/Hour
Principal	\$275/Hour
Senior Director	\$250/Hour
Director	\$240/Hour
Senior Associate	\$220/Hour
Associate	\$200/Hour
Senior Designer	\$160/Hour
Designer	\$120/Hour

Rates are valid for the current calendar year and may be increased subsequently without written notice. Additional Services shall be computed with the hourly billing rate at the time of the additional service. This Proposal is Valid for 30 days from date of issue by SCAPE / Landscape Architecture DPC.

Services outlined under the Scope of Services shall be provided per the Terms and Conditions in the Agreement for Professional Services.

SIGNATURE PAGE

SCAPE requires a signed proposal and a Notice-to-Proceed to start work. Upon acceptance of this proposal, SCAPE will prepare a standard agreement for acceptance, which the parties shall review and may revise.

<i>Landscape Architect</i>	Client
SCAPE / LANDSCAPE ARCHITECTURE DPC	Volkert

ALandes

By: Alexis Landes	By: _____
Title: Managing Principal	Title _____
Date: 9/29/2025	Date: _____



ATTACHMENT C – SUBCONSULTANT PROPOSAL (ROME OFFICE)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment
& Refinement

Client: City of Mobile **Date:** October 14, 2025



Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

09/13/2025

PERCH CREEK PRESERVE: TASK ORDER 1 PROPOSAL – REV 1

Dear Jordan,

Please see the following proposal to provide architectural design support for the master planning of Perch Creek Preserve.

Our understanding of the project, scope of work, and deliverables are detailed in Sections 1 and 2 of this document. The proposal is based on the information included herein and the correspondence between SCAPE and Volkert.

We hereby submit the following preliminary fee proposal and are happy to discuss it with you in more detail at any time. We look forward to assisting you in this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Rome', is positioned above the typed name.

Melissa Rome, AIA, NCARB
Partner, Rome Office

Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

1. INITIAL INFORMATION

Project Understanding: The purpose of the architectural scope for Task Order 1 is to support the design team in updating the Master Plan. This scope includes assessing existing structures within the park to determine their potential for reuse, developing a program list for park structures, and preparing conceptual designs for new park structures. The project area encompasses 190.3 acres of waterfront property, including 2.3 miles of shoreline and 2.7 miles of creek frontage.

Timeline: The estimated time for Task 1 is 4 months.

Cost of the Work: Rome Office is not aware of any target budget for the Project.

Consultants: Rome Office (RO) will not retain any subconsultants for Task Order 1.

2. SCOPE OF SERVICES AND DELIVERABLES

0 – Mobilization and Kickoff (2 weeks): Rome Office will support the design team during the initial phase of the project, gathering the information necessary to complete our scope of services. Mobilization and Kickoff services will include:

- Travel and participation in one (1) in-person project kickoff site visit (one day only).
- Up to two (2) virtual project management meetings
- Review of current master plan report
- Visual assessment of two (2) existing structures located within the Ziebach Zone.

1 – Master Plan Reassessment (6 weeks): Rome Office will reassess project needs and develop an architectural program aligned with the requirements and goals of the Perch Creek Master Plan. Services will include:

- Up to three (3) virtual project management meetings
- Develop a program list and requirements for the structures in the Park.
- Adaptive reuse feasibility of the two (2) structures located within the Ziebach Zone.
- Precedent research to help define the architectural strategy, including scale, form, and materiality
- Presentation of program list, existing structure reuse, and precedents to the client

Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

2 – Master Plan Refinement (8 weeks): Rome Office will develop conceptual design options for the park structures. Services will include:

- Travel and participate in one (1) in-person city workshop.
- Up to four (4) virtual project management meetings
- Collaboration with SCAPE on the scale and siting of the park structures
- Preparation of two (2) alternative massing and conceptual design studies for a picnic pavilion and a restroom structure that align with program requirements and project goals from the previous phase
- Two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the Park
- Presentation of the conceptual design to the client.
- High-level probable cost range for a typical restroom and picnic pavilion.

Refer to Section 5 of this document for a list of Assumptions and Exclusions for Basic Services.

3. FEE

Basic Architecture Services:

Rome Office estimates a lump sum fee of **\$30,000** to provide the Basic Services as outlined above in Section 1 & 2. Below is the proposed payment schedule:

Payment Schedule	\$
Mobilization and Kickoff	\$3,300
Master Plan Reassessment	\$7,200
Master Plan Refinement	\$19,500
Total	\$30,000

Additional Services:

For any work or services not covered within the Project Description in Section 1 or the Scope of Basic Services described in Section 2, the Architect shall be compensated based on an hourly rate or an agreed upon lump sum.

Category	2025 Hourly Rate
RO Partner	\$200
RO Project Architect	\$175
RO Architect	\$150

Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

Reimbursable Expenses:

For Reimbursable expenses such as travel for additional in-person meetings, permitting and other fees required by authorities having jurisdiction, printing and plotting, AIA contract documents and forms, BFE Certificates, additional renderings, and physical models the compensation shall be the expenses incurred by the Architect plus 10% of the expenses incurred.

4. PAYMENT TERMS

Rome Office shall invoice monthly for Services performed, any prior-approved additional services, and any prior-approved reimbursable expenses. Payments shall be due within 15 days of the Prime consultant receiving payment. If the Project is cancelled or stopped for whatever reason, Rome Office shall be paid for services provided up until the notice of cancellation.

5. ASSUMPTIONS AND EXCLUSIONS

- The above fees in Section 3 are valid for 30 days from issuance of this proposal.
- The fees in Section 3 are based on our existing knowledge of the project outlined in Sections 1 and 2 of this proposal. Rome Office reserves the right to adjust the fees in Section 3 should any information in Sections 1 or 2 of this proposal change.
- It is assumed that Rome Office and Volkert will modify and execute a subconsultant agreement prior to proceeding with work.
- The fee proposal assumes a 4-month continuous design schedule. Any pause and restart may require additional fees.
- The fee excludes surveying, geotechnical engineering, & material testing services.
- The fee excludes consultants for Task Order 1.
- The fee excludes cost estimating services beyond what is included in the scope of basic services.
- The proposal assumes Rome Office will be contracted for future design phases/task orders.
- The proposal assumes the Client will provide all necessary information and access required to perform our services, including site access, current valuations of existing structures, and the anticipated budget for new park structures.
- This proposal assumes that the design of park structures will be limited to picnic and restroom facilities. If conceptual design for any other type of structure— including, but not limited to, a multipurpose or recreation building— is required, Rome Office will require an additional fee.



ATTACHMENT D – SUBCONSULTANT PROPOSAL (CYPRESS ENVIRONMENT & INFRASTRUCTURE)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile **Date:** October 14, 2025



September 5, 2025

Jordan Stringfellow
Assistant Vice President, Aviation Service Line Manager
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, AL 36609

Re: City of Mobile Perch Creek Preserve Design and Engineering Project
Phase I Task - Master Plan Habitat & Shoreline Analysis

Dear Ms. Stringfellow:

As requested, Cypress Environment & Infrastructure (Cypress) hereby submits the enclosed proposal to provide professional services for Phase I of the Perch Creek Preserve Design and Engineering Project. The deliverable of this work will be the Master Plan Habitat and Shoreline Analysis Report, which will be used to reevaluate the Perch Creek Preserve Master Plan and guide future design on the project sites.

Cypress appreciates the opportunity to provide this proposal. If you have any questions or require additional information, please feel free to contact me at chenderson@cypressei.com or 228-596-1580.

Sincerely,
Cypress Environment & Infrastructure



Cynthia Henderson, PE, PWS
President

Enclosures:

Proposed Scope of Work (1 Page)
Agreement and Authorization to Proceed form (1 page)

PROPOSED SCOPE OF WORK

Perch Creek Preserve Phase I – Master Plan Habitat & Shoreline Analysis

Mobile, Alabama

Scope and Subtasks

- **Subtask 1: Meetings & Site Visit**
 - Includes attendance of up to two (2) Cypress staff at Kickoff Meeting, City Workshops, and other meetings as requested by Volkert.
 - Includes one (1) site visit.
- **Subtask 2: Master Plan Habitat and Shoreline Analysis Report**
 - Report assessing flood risks, habitats, and shorelines across the Perch Creek Preserve, McNally Park, and Ziebach sites.
 - Report to include maps compiled from web resources and up to one (1) site visit.
 - Report to include design considerations to mitigate flood risk, protect wetlands, and stabilize shorelines.

Fees

- **Total Fee: \$20,298.00**
 - Subtask 1: \$7,169.00
 - Subtask 2: \$13,129.00

Deliverables

- Master Plan Habitat and Shoreline Analysis Report

Schedule

- Anticipated 2 months. This schedule is dependent on timely review and responses from the Owner.

Insurance

- Cypress carries \$2,000,000 aggregate in general and professional liability insurance. Cypress will provide a certificate of insurance on request.

AGREEMENT AND AUTHORIZATION TO PROCEED
Perch Creek Preserve Phase I – Master Plan Habitat & Shoreline Analysis
Mobile, Alabama

Reporting, Invoicing, and Payment Schedule

Cypress Environment & Infrastructure (hereinafter referred to as Cypress), will invoice monthly based on the percent completion of each task of the project.

Authorization to Proceed

If you are in agreement with the proposed scope of work and payment schedule, please return one signed copy of this agreement to our office (contact information below signatures) and retain the other copy for your records. Upon receipt of authorization to proceed, Cypress will begin work in accordance with the project scope.

This document constitutes a legal contract under the laws of the State of Alabama. The undersigned parties have reviewed this document and agree to the terms of the contract.

Delivery Schedule

Anticipated 2 months. This schedule is dependent on timely review and responses from the Owner.

Cost

Total Project Cost:	\$20,298.00 (fixed fee)
Subtask 1: Meetings & Site Visit	\$7,169.00
Subtask 2: Master Plan Habitat and Shoreline Analysis Report	\$13,129.00

DATE: 09/05/2025

Cypress Environment & Infrastructure



Cynthia Henderson, PE, PWS
President

DATE:

Volkert, Inc.

Name:
Title:

Email to: chenderson@cypressei.com

Mail to: 150 Government Street, Suite 1000, Mobile, AL 36602



ATTACHMENT E – SUBCONSULTANT PROPOSAL (LYVVE STRATEGIES)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment
& Refinement

Client: City of Mobile **Date:** October 14, 2025





Who we are.

We believe in engagement through culture, commerce and communication. At Lyvve, we amplify that message. We are a communications consultancy that specialize in public affairs, advocacy and digital marketing. Our strength is solutions through storytelling. Our systems and routines activate audiences to do something. Join us as we impact and expand expectations. Together, we will explore innovative ideas that help you grow and scale.

What we do.

Our Services

Digital Marketing

- **Target Messaging**
- **Content Development**
- **Venture Opportunities**
- **Partnership Development**

Public Affairs

- **Media Management**
- **Campaign Development**
- **Project Management**

Advocacy

- **Manage Government Relationships/Engagement**
- **Community Engagement**
- **Issue Management**



Volkert

Project: Perch Creek

One of the best assets of the City of Mobile is its beautiful landscape of wetlands and shorelines. The purpose of this project is to design and update a series of public access waterfront and riverfront parks in the southern City of Mobile. Situated across multiple parcels (Zone 1, 2 and 3A in Masterplan), this park will be an integral part of continued growth within the City of Mobile by providing waterfront access and recreational opportunity to locals while showcasing the beautiful natural resources of Mobile Bay.

Through various engagement strategies, we will ensure all stakeholders remain aware and educated. This project will define opportunities to ignite curiosity and expand the expectations of all stakeholders.

Internally, we will grow systems and collective impact. Collectively, we will create the expectations of standards and the culture of engaged-community-led excellence outcomes.



Scope of Work

Lyvve Strategies will perform as your lead management firm for community engagement for the Perch Creek Project. We will assist the City of Mobile as they lead all outreach efforts. At Lyvve, we have more than 50 combined years of experience and will assist in the development and execution of the following tactics to produce top outcomes. We lead. We win.

- Community Engagement Planning
 - Review Past Outreach
 - Set targets
 - Organize systems
 - Reporting
- Meetings
 - Kickoff
 - Large Stakeholder Meeting
 - Small meetings
 - Final Presentations
 - Internal meetings
- Updates
 - Copy writing
 - Emails
 - Newsletters
 - Information for City Comms Dept
 - List Management
 - Partner Engagement
 - Existing
 - New Targets



Terms of Agreement

The client shall pay the consulting agency a fee of \$17850.00 for the agreement of terms. This fee does not include any printed services or collateral. Work performed under this Consulting Agreement shall not include any service performed by Lyvve Strategies pursuant to separate agreement between Lyvve Investment Group, LLC, and the client.

*Payments can be made via electronic deposit or check per Vendor agreement.

Please submit all payments to Lyvve Investment Group

Special Terms and Conditions: Both parties have read and understand the terms outlined above and agree there are no arrangements, verbal or otherwise, made, other than those incorporated into this Agreement. Any amendments must be in writing and signed by both parties. The parties further agree that this Agreement will be governed by the laws of the State of Alabama.

Client retains the right or approval over any and all advertisement or marketing materials which are a part of this Agreement.

Client Signature and Date

President, Lyvve Investment Group
Lyvve Investment Group
Signature and Date

Attachment B**Perch Creek Preserve Hourly Rate Schedule**

POSITION	BILLING RATE W/O DIRECTS
Principle	\$363.00
Supervisor	\$267.00
Project Manager	\$236.00
Staff 2 Engineer	\$201.00
Staff 1 Engineer	\$126.00
Environmental Manager	\$214.00
Environmental Engineer/Scientist	\$101.00
Senior Design	\$140.00
Designer	\$127.00
Technician	\$124.00
Drafter	\$97.00
Bridge Inspector 2	\$179.00
Bridge Inspector 1	\$84.00
Administrative Assistant	\$98.00
Survey Manager	\$261.00
2-Man Survey Crew	\$783.00
3- Man Survey Crew	\$978.00
4- Man Survey Crew	\$1,159.00
CEI Project Manager	\$116.00
CEI Senior Inspector	\$87.00
CEI Level 2 Inspector)	\$75.00
CEI Level 1 Inspector	\$59.00

The rates listed above are for the year 2025. These rates shall be updated annually to account for changes in audited overhead and employee salaries.

Volkert, Inc.
1110 Montlimar Drive
Suite 1050
Mobile, Alabama 36609
(251) 342-1070
www.volkert.com



October 14, 2025

VIA E-Mail

Ms. Jennifer Greene, Director
Programs and Project Management
City of Mobile
205 Government Street
Mobile, AL 36602

RE: Fee Proposal for Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Dear Ms. Greene:

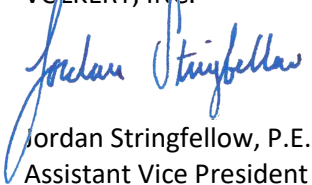
Attached please find a digital copy of the following proposal to provide professional services related to:

**Perch Creek Preserve Task 1
Master Plan Reassessment & Refinement**

This proposal is forwarded for your review and comment.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

Sincerely,
VOLKERT, INC.



Jordan Stringfellow, P.E.
Assistant Vice President

LRM/
Attachments



ENGINEERING FEE PROPOSAL

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile

Date: October 14, 2025



PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

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ATTACHMENTS

Project Site Locations	ATTACHMENT A
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Subconsultant Proposal (Rome Office).....	ATTACHMENT C
Subconsultant Proposal (Cypress Environment & Infrastructure).....	ATTACHMENT D
Subconsultant Proposal (Lyvve Strategies).....	ATTACHMENT E

PROJECT INTRODUCTION & SCOPE

This proposal will include professional services for the reassessment and refinement of the existing Perch Creek Preserve Master Plan. The proposal hereon will be considered task 1 of a multitask master services agreement. Our understanding is that task 2 will include the design and development of construction documents following recommendations from task 1. As shown in Exhibit A in Attachment A, the Perch Creek Preserve project is comprised of three zones: McNally Park, Ziebach Park / Helen Wood Park, and Perch Creek Preserve. Each of the three sites have features that vary widely from one site to the next. Helen Wood Park will not be included in this scope of work as it has already been updated.

This proposal includes professional services from multiple firms that will create a well-orchestrated and implementable path forward for the detailed conceptual design of the Perch Creek Preserve Master Plan. A large portion of Volkert's role in the master plan reassessment and refinement will be to explore accessibility/connectivity between the three zones and assist Scape with any site civil conceptual design within each of the parks. Access considerations will be the implementation of the extension of the Crepe Myrtle Trail starting from Brookley by the Bay Park to Perch Creek Preserve. Scape Landscape Architecture will provide a plethora of services ranging from master planning, preliminary rendering, and community workshop facilitation. Cypress Environment & Infrastructure will provide services to assess flood risks, habitats, and shorelines across the three sites. Lyvve Strategies will provide services for assisting in public engagement. Rome Office will provide services for architectural schemes.

The sections below provide more detail regarding the specific tasks included in this proposal.

BASIC SERVICES (Lump Sum)

- Task 0 – Mobilization & Kickoff

This task will involve review of the existing master plan, analysis of data gaps, development of the project work plan, and preparation of meeting materials for the master plan kickoff workshop. This task will also involve a two-day in-person project kick-off workshop. One day will consist of workshops with City of Mobile departments to review and discuss refinement of the existing master plan. The second day will include site tours and neighborhood tours with the project team and core City of Mobile team. There will be staff from Volkert, Scape, Cypress, and Rome in attendance. Volkert and Scape will be co-leading the mobilization and kickoff task.

Task Deliverables: Data gap analysis, Project work plan, Meeting materials for master plan kickoff workshop

PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

- Task 1 – Master Plan Reassessment

Scape, Volkert, and the City of Mobile core team will work together to identify and reassess project needs, requirements, and goals of the Perch Creek Master Plan. Volkert will be leading the connectivity planning under the reassessment task. Connectivity planning will consist of connections between the three properties, connections to the Crepe Myrtle Trail, and Brookley by the Bay. As part of connectivity analysis, there will be preliminary utility coordination, existing Right-of-Way and property owner review, and preliminary plan maps/typical sections that would incorporate key City initiatives. Additionally, Scape will be leading existing conditions review and sketch parti alternative concepts as described in Scape's proposal in Attachment B. Additionally, Rome Office will develop program lists and requirements for structures within the multi-site project area. Rome Office will also prepare adaptive reuse feasibility studies of the two (2) structures located in the Ziebach site. Lastly, Rome Office will conduct research to help define the architectural strategy (scale, form, and materiality). Rome Office's proposal is attached in Appendix C.

Task Deliverables: As detailed in SCAPE's Proposal: Addendum to the existing Perch Creek Preserve Master Plan including an updated project statement, requirements, and goals, existing conditions and project precedents, one (1) connectivity map and typical sections, one (1) overall project parti sketch;

As detailed in Rome Office's proposal: program list, existing structure reuse feasibility, architectural precedents

- Task 2 – Master Plan Refinement

This task will involve the development of up to two (2) unique concept designs for the three sites within the Perch Creek Preserve project area. SCAPE will facilitate a collaborative process to select one sketch, or a hybrid of the two concepts, to advance to a final concept design. Volkert will lead in the preparation of cost estimates based on the selected final concept designs as well as phasing/implementation plans. This task will also consist of the facilitation of one community workshop. The project team will rely on the City to schedule the workshop, identify and reserve the workshop location, provide the facilities and supplies, and advertise the workshop to the community. SCAPE will lead the development of graphic materials and format for the workshop. Additionally, Rome Office will collaborate with SCAPE on scale and siting of park structures, prepare two (2) alternative massing and conceptual design studies for one (1) picnic pavilion and restroom structure that align with program requirements, prepare two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the park, and prepare high-level probable cost ranges for typical restroom and picnic pavilion structures.

Task Deliverables: As detailed in SCAPE's Proposal (Attachment B): Concept Design Addendum to the existing Perch Creek Preserve Master Plan;

Cost Estimates based on the final conceptual design, phasing/implementation plan;

PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

As detailed in Rome Office's Proposal (Attachment C): Two (2) alternative massing and conceptual design studies for one (1) picnic pavilion and one (1) restroom structure that align with program requirements, two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the park, and high-level probable cost ranges for typical restroom and picnic pavilion structures.

- Task 3 – Master Plan Habitat & Shoreline Analysis (Cypress Environment & Infrastructure)

This task will involve the scope that is detailed in Cypress Environment & Infrastructure proposal. Cypress' proposal is included in Attachment D.

Task Deliverables: As detailed in Cypress's proposal in Attachment D.

- Task 4 – Public Engagement Services (Lyvve Strategies)

This task will include Lyvve Strategies assisting the City in community engagement. This does not include leading the community meetings or workshops. The primary scope of work will be assisting in outreach and preparation of documentation to be presented. Lyvve Strategies services will include assistance for one (1) project kick-off meeting, one (1) large community workshop meeting, five (5) small meetings, community management updates, and final presentation meetings. Lyvve Strategies' proposal is attached is Attachment E.

ANTICIPATED SCHEDULE

Mobilization & Kickoff	2 Weeks (assuming start of 11/3/25)
Master Plan Reassessment	6 Weeks
Master Plan Refinement	8 Weeks
TOTAL	16 Weeks

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added at the request of the Owner in the form of an amendment or a separate task order.

The following are not included in the scope of this proposal:

- This proposal does not include any structural design.
- This proposal does not include a structural analysis of the existing structures located at Ziebach Park. Depending on the proposed use of the existing structures, a structural analysis will be performed in a later task order under the Perch Creek Preserve Master Services Agreement.

PROJECT DESCRIPTION: Perch Creek Preserve – Task 1 Master Plan Reassessment & Refinement

- c) Architectural designs of any proposed buildings beyond the conceptual designs for the structures presented in Rome Office’s proposal are not included in this proposal.
- d) This proposal does not include any environmental assessment, NEPA documentation, permitting, or mitigation services. Wetland delineations are not included in this proposal.
- e) This proposal does not include any traffic study or assessment services.
- f) This proposal does not include any topographic survey or boundary survey services. The topographic and property data required for the design shall be conducted in a later task order under the Perch Creek Preserve Master Services Agreement or under a separate purchase order by the City of Mobile.
- g) This proposal does not include any geotechnical investigation services or material testing services. The geotechnical investigation shall be conducted in a later task order under the Perch Creek Preserve Master Services Agreement or under a separate purchase order by the City of Mobile.
- h) This proposal does not include any costs associated with printing materials for community engagement or stakeholder meetings. The Volkert Team will help prepare schematics and other documents, but the City will be responsible for printing and providing the materials for the meetings.

SUMMARY OF PROFESSIONAL SERVICES FEE PROPOSAL		
PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT		
BASIC / PROFESSIONAL SERVICES (LUMP SUM)		
TASK	SERVICE DESCRIPTION	TOTAL COST
Task 0	Mobilization and Kickoff	\$25,536.00
Task 1	Master Plan Reassessment	\$72,885.00
Task 2	Master Plan Refinement	\$158,890.00
Task 3	Master Plan Habitat & Shoreline Analysis (Cypress Environment & Infrastructure)	\$20,298.00
Task 4	Public Engagement Services (Lyvve Strategies)	\$17,850.00
TOTAL PROFFESIONAL SERVICES COST - LUMP SUM		\$295,459.00
Task N/A	Estimated Reimbursable Expenses (SCAPE)	\$10,000.00
TOTAL ESTIMATED REIMBURSABLE COSTS - TIME & MATERIALS/NOT TO EXCEED		\$10,000.00
TOTAL PROFESSIONAL SERVICES COST (INCLUDING REIMBURSABLE EXPENSES)		\$305,459.00

VOLKERT - FEE SUMMARY

Task No.	MAN-HOUR ESTIMATE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT				
0	Mobilization & Kickoff - Volkert	Project Manager	Staff 2 Prof.	Tech	Admin
0.A	Project Kickoff Workshop	16	16		
0.B	Mobilization Coordination Calls & Emails	8	8		
0.C	Coordination with Subconsultants	4	4		
TOTAL MAN-HOURS		28	28	0	0

Task No.	PROPOSED FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT			
0	Mobilization & Kickoff - Volkert	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	28	\$236.00	\$6,608.00
	Staff 2 Professional	28	\$201.00	\$5,628.00
	Technician	0	\$126.00	\$0.00
	Administration Assistant	0	\$201.00	\$0.00
TOTAL MOBILIZATION AND KICKOFF COSTS				\$12,236.00 LS

Task No.	MAN-HOUR ESTIMATE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT				
1	Master Plan Reassessment - Volkert	Project Manager	Staff 2 Prof.	Tech	Admin
1.A	Research and gather data (maps, GIS data, etc.)		4	4	
1.B	Contact and coordinate with utility providers (water, sewer, gas, electric, communications)		4		
1.C	Evaluate existing utilities and other potential obstacles	2	8		
1.D	Evaluate existing ROW & Property Owners in Scope Area		8	8	
1.E	Develop a compiled map / CAD model of existing infrastructure and ROW / property	2	8	24	
1.F	Develop Plan and Typical Section Options	2	20	24	
1.G	Code Review Inside Individual Park Sites (parking lot sizing, lighting)	2	8		
1.H	Coordination with Subconsultants	4	4		
1.I	Virtual Design Team Coordination Calls, up to six (6) (Master Plan Reassessment Phase)	6	6		
1.J	Virtual Design Team/City of Mobile Meetings, up to three (3) (Master Plan Reassessment Phase)	3	3		
1.K	In-person or virtual stakeholder meetings, up to two (2) (Master Plan Reassessment Phase)	8	8		
TOTAL MAN-HOURS		29	81	60	0

Task No.	PROPOSED FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT			
1	Master Plan Reassessment - Volkert	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	29	\$236.00	\$6,844.00
	Staff 2 Professional	81	\$201.00	\$16,281.00
	Technician	60	\$126.00	\$7,560.00
	Administration Assistant	0	\$201.00	\$0.00
TOTAL MASTER PLAN REASSESSMENT COSTS				\$30,685.00 LS

Task No.	MAN-HOUR ESTIMATE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT				
2	Master Plan Refinement - Volkert	Project Manager	Staff 2 Prof.	Tech	Admin
2.A	Cost Estimation for civil items depicted refined master plan (i.e. sidewalks, roadways, curbs, drainage, utilities, etc.)	4	16	16	
2.B	Virtual Design Team Coordination Calls, up to eight (8) (Master Plan Refinement Phase)	8	8		
2.C	Virtual Design Team/City of Mobile Meetings, up to four (4) (Master Plan Refinement Phase)	4	4		
2.D	Half-day, in person workshop with City Departments (Master Plan Refinement Phase)	6	6		
2.E	In-person or virtual stakeholder meetings, up to two (2) (Master Plan Refinement Phase)	8	8		
2.F	In person Community Workshop (Master Plan Refinement Phase)	4	4		
2.G	Coordination with subconsultants	8	16		
TOTAL MAN-HOURS		42	62	16	0

Task No.	PROPOSED FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT			
2	Master Plan Refinement - Volkert	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	42	\$236.00	\$9,912.00
	Staff 2 Professional	62	\$201.00	\$12,462.00
	Technician	16	\$126.00	\$2,016.00
	Administration Assistant	0	\$201.00	\$0.00
TOTAL MASTER PLAN REFINEMENT COSTS				\$24,390.00 LS

GRAND TOTAL (VOLKERT) FEE				\$67,311.00 LS
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PROJECT DESCRIPTION: Perch Creek Preserve - Task 1 Master Plan Reassessment & Refinement

SCAPE - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
0	Mobilization & Kickoff - SCAPE	
0	SCAPE Services	
TOTAL MOBILIZATION & KICKOFF (SCAPE) FEE		\$10,000.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
1	Master Plan Reassessment - SCAPE	
1	SCAPE Services	
TOTAL MASTER PLAN REASSESSMENT (SCAPE) FEE		\$35,000.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
2	Master Plan Refinement - SCAPE	
2	SCAPE Services	
TOTAL MASTER PLAN REFINEMENT (SCAPE) FEE		\$115,000.00 LS
SUBTOTAL (SCAPE) FEE		\$160,000.00 LS

Task No.	ESTIMATED REIMBURSABLE EXPENSES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
N/A	Estimate of Reimbursables Expenses - SCAPE	
N/A	SCAPE Reimbursable Expenses	
TOTAL REIMBURSABLE EXPENSES (SCAPE) FEE		\$10,000.00 T/M + NTE
GRAND TOTAL (SCAPE) FEE		\$170,000.00

PROJECT DESCRIPTION: Perch Creek Preserve - Task 1 Master Plan Reassessment & Refinement

ROME - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
0	Mobilization & Kickoff - Rome Office	
0	Rome Office Services	
TOTAL MOBILIZATION & KICKOFF (ROME OFFICE) FEE		\$3,300.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
1	Master Plan Reassessment - Rome Office	
1	Rome Office Services	
TOTAL MASTER PLAN REASSESSMENT (ROME OFFICE) FEE		\$7,200.00 LS

Task No.	PROPOSED PROFESSIONAL SERVICES FEE PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
2	Master Plan Refinement - Rome Office	
2	Rome Office Services	
TOTAL MASTER PLAN REFINEMENT (ROME OFFICE) FEE		\$19,500.00 LS

GRAND TOTAL (ROME OFFICE) FEE		\$30,000.00 LS
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CYPRESS ENVIRONMENT & INFRASTRUCTURE - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
3	Master Plan Habitat & Shoreline Analyis - Cypress Environment & Infrastructure	
3	Cypress Environment & Infrastructure Services	
TOTAL MASTER PLAN HABITAT & SHORELINE ANALYSIS (CYPRESS) FEE		\$20,298.00

GRAND TOTAL (CYPRESS) FEE		\$20,298.00 LS
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LYVVE STRATEGIES - FEE SUMMARY

Task No.	PROPOSED PROFESSIONAL SERVICES FEE	
	PERCH CREEK PRESERVE - TASK 1 MASTERPLAN REASSESSMENT & REFINEMENT	
4	Public Engagement Services - Lyvve Strategies	
4	Lyvve Strategies Services	
TOTAL PUBLIC ENGAGEMENT (LYVVE) FEE		\$17,850.00

GRAND TOTAL (CYPRESS) FEE		\$17,850.00
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ATTACHMENT A – PROJECT SITE LOCATIONS

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile

Date: October 14, 2025



EXHIBIT A





ATTACHMENT B – SUBCONSULTANT PROPOSAL (SCAPE LANDSCAPE ARCHITECTURE)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile **Date:** October 14, 2025



SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

T 212 462 2628 SCAPESTUDIO.COM

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Task Order 1: Perch Creek Preserve
Request for Proposals

September 9, 2025

Jordan Stringfellow, Volkert
jordan.stringfellow@volkert.com

PROJECT UNDERSTANDING

It is our understanding that Volkert is interested in retaining SCAPE for landscape design and master planning services for the Perch Creek Preserve project with the City of Mobile (Client). The scope of the Perch Creek Preserve project area is inclusive of the areas outlined below (Exhibit A):

- Zone 1: Perch Creek Preserve
- Zone 2: McNally Park
- Zone 3A: Ziebach
- Zone 3B: Helen Wood Park (completed)
- Right-of-way and/or greenway connections between each zone

The following document outlines our fee and deliverables per design phase and our estimated project expenses. SCAPE assumes a 3.5-month continuous design schedule for the project based on this proposed schedule:

- 0 – Mobilization and Kickoff – 2 weeks, start 11/3/2025
- 1 – Master Plan Reassessment – 4 weeks
- 2 – Master Plan Refinement – 8 weeks

We assume our services will extend through the next phases of design and construction observation in future task orders and look forward to submitting our proposal for design services when the current scope of work is complete.

Consultants to Client team: Volkert is the prime consultant and SCAPE assumes that civil, structural, utility, geotechnical, survey, architecture, coastal, and local community outreach will be provided by Volkert or their subconsultants to support our efforts. We will rely on Volkert to manage the project, schedule, and coordination. We assume our work will be developed in parallel with all other consultants, and we will work under a coordinated effort to ensure a smooth design process.

Subconsultants to SCAPE: SCAPE does not require subconsultants for this scope of work.

Cost Estimating: Cost estimating is not included in SCAPE's scope of services. We will review and comment on cost estimates by others.

REQUIRED INFORMATION

SCAPE understands that the Client will provide the following information with reasonable promptness for us to complete our work:

- Existing/previous planning and design studies for our reference.
- Summary documents from any public outreach or engagement previously completed for the project site.
- Site basemaps, GIS shapefiles, and relevant CAD files for illustrative design purposes.
- Any additional relevant and available technical reports for our reference.

Prior to the project advancing to the design and documentation phases, SCAPE will require a current and comprehensive site survey, stamped by a licensed surveyor, for technical documentation purposes in PDF and CAD format. We assume the site survey, geotechnical report, and a recent tree assessment/inventory will be provided by Volkert or their subconsultants before commencing future phases of work.

SCOPE OF SERVICES

0 – MOBILIZATION AND KICKOFF – 2 WEEKS

Mobilization: SCAPE will support Volkert and the Client team to schedule meeting cadences, finalize the project schedule, develop a work plan and stakeholder engagement plan, and convene a core project delivery team of City officials. SCAPE will review existing/previous planning and design studies for the Perch Creek Preserve project sites, request and collect data required for the master plan reassessment phase, and identify data gaps to be requested from the Client team.

Project Kickoff Workshop: During this phase, SCAPE and Volkert will co-lead a two-day in-person project kick-off workshop. We assume one day will consist of workshops with City of Mobile departments to review and discuss refinements to the master plan. The second day will include site tours of the three sites and neighborhood tours with the project team and core City team.

Deliverables:

- Data gap analysis
- Project work plan
- Meeting materials for the master plan kickoff workshop

Meetings:

- Virtual project management meetings, up to two (2).
- One (1) two-day in-person project kickoff workshop.

Travel Summary:

- Up to one (1) trip for three (3) SCAPE team members

1 – MASTER PLAN REASSESSMENT – 4 WEEKS

SCAPE will work with Volkert and the core City team to identify and reassess project needs, requirements, and goals of the Perch Creek Master Plan. While the goals will be aspirational to support the vision, they will also be actionable to inform an implementation pathway. We will support Volkert in planning

connectivity between Perch Creek Preserve properties (Zone 1,2, 3A, 3B), including connections to the Crepe Myrtle Trail and Brookley by the Bay, and incorporate key City initiatives and projects in the planning process. Through the data gap analysis, we will identify up to three (3) existing conditions to review in more detail and develop a series of maps, sections, and diagrams to understand the unique land conditions that will inform our concept design proposal. SCAPE will work iteratively to produce two (2) sketch parti alternatives for the overall Perch Creek Preserve project area using hand sketches, diagrams, and precedent imagery to convey our big ideas for the site. Each alternative will be grounded in both our existing conditions analysis and visioning goals. SCAPE will share these sketch options for review and feedback from the Client in a presentation, where one sketch, or a hybrid of the two, will be selected for inclusion in the master plan addendum.

Deliverables:

- Addendum to the existing Perch Creek Preserve Master Plan, draft and final (digital PDF). The addendum will include:
 - Updated project statement, requirements, and goals
 - Existing conditions and project precedents
 - One (1) overall project parti sketch

Meetings:

- Weekly virtual design team coordination calls, up to six (6).
- Virtual meetings with the core City team every other week, up to two (2).
- Up to two (2) in-person or virtual stakeholder meetings.

Travel Summary:

- Up to one (1) trip for three (3) SCAPE team members

2 – MASTER PLAN REFINEMENT – 8 WEEKS

Based on the outcomes of 1 – *Master Plan Reassessment*, SCAPE will develop unique concept designs for Zones 1, 2, and 3A within the Perch Creek Preserve project area. We will develop up to two (2) concept design sketch alternatives

for each zone to present to the Client. For each zone, we will facilitate a collaborative process to select one sketch, or a hybrid of the two sketches, to advance to final concept design. We will review and comment on cost estimates for the final concept designs for each zone and support the development of a phasing and implementation plan. SCAPE assumes Volkert will lead the cost estimates and phasing/implementation plan.

Community Workshop: SCAPE will facilitate one community workshop during this phase. We will rely on the City to schedule the workshop, identify and reserve the workshop location, provide the facilities and supplies, and advertise the workshop to the community. SCAPE will lead the development of the graphic materials and format for the workshop.

Deliverables:

- Concept design addendum to the existing Perch Creek Preserve Master Plan, draft and final (digital PDF). The addendum will include:
 - One-page executive summary and image captions
 - One (1) overall project area illustrative plan.
 - Up to three (3) illustrative enlargement plans, one for each zone.
 - Up to four (4) renderings
 - Illustrative sections, diagrams, and precedent imagery to convey design intent

Meetings:

- Weekly virtual design team coordination calls, up to eight (8).
- Virtual meetings with the core City team every other week, up to four (4).
- One (1) half-day in-person workshop with City departments to review the concept design plans.
- Up to two (2) virtual or in-person stakeholder meetings.
- Up to one (1) in-person community workshop

Travel Summary:

- Up to two (2) trips for three (3) SCAPE team members

ASSUMPTIONS/EXCLUSIONS

1. We expect that SCAPE will be given full and proper credit for landscape architecture and site design and that our services will extend through the construction observation & installation phase.
2. SCAPE assumes our work will be developed alongside the team's design efforts, and we will be working under a coordinated design effort to ensure a smooth design process.
3. All files will be developed in AutoDesk AutoCAD, Microsoft Word and Excel, and Adobe Illustrator and InDesign, as appropriate. Deliverables will be submitted to the Client in PDF format.
4. SCAPE assumes there will be no LEED calculations or documentation included in the landscape architecture scope of work. We will provide exhibitions or area calculations to others for computation relative to LEED as needed.
5. Land use attorney services is not part of SCAPE's services.
6. Extension of the project schedule beyond the parameters mentioned above or additional meetings and visits beyond what is included in the scope of work above will be considered an additional service.
7. Additional renderings beyond what is included in the scope of work above will be considered an additional service. Additional renders will be charged as \$4,500 rate per presentation rendering. Rates are valid for the current calendar year and may be increased subsequently without written notice.

FEES FOR PROFESSIONAL SERVICES

Project Phase	Duration	SCAPE Fee	Payment Term
0 – Mobilization and Kickoff	2 wks	\$10,000	Fixed fee
1 – Master Plan Reassessment	4 wks	\$35,000	Fixed fee
2 – Master Plan Refinement	8 wks	\$115,000	Fixed fee
TOTAL FEE FOR PROFESSIONAL SERVICES	<u>14 wks</u>	<u>\$160,000</u>	<u>Fixed fee</u>

Estimate of Reimbursable Expenses		\$10,000	T/M + NTE
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PAYMENT TERMS:

Fixed Fee: Fixed fee phases shall be invoiced monthly based on the percentage of work completed within the billing period.

Time and Materials (T/M) with Not to Exceed (NTE): Time and Materials (T/M) phases shall be invoiced monthly according to SCAPE scheduled rates. Please see hourly rates table below. Estimated Not to Exceed (NTE) amounts will not be increased without Client's prior approval.

Monthly: The lump sum fee provided will be divided at an equal monthly rate across the stated duration of the phase. Extension of the schedule beyond the stated duration will be billed at the monthly rate.

Reimbursable Expenses (estimate): Project expenses may include in-house printing costs for presentation materials or travel expenses including flights, hotels, mileage, car rental, meals, and incidentals for site visits and in-person meetings. SCAPE shall not be responsible for multiple printing & distribution of multiple sets of presentation materials and reports. All large-scale printing such as drawing sets or presentation boards shall be done by others. SCAPE will add a 10% mark-up on all reimbursable project expenses. SCAPE assumes any unused expenses will be billed as fee with the final invoice.

Remobilization Fee: This Scope of Services assumes a continuous project schedule. If the project goes on hold for an extended period (greater than 2-months), SCAPE reserves the right to submit a revised fee to reflect costs associated with the remobilization of project team.

HOURLY BILLING RATES

Services outlined under the Scope of Services are calculated using our hourly billing rates. Current rates are as follows:

Founding Principal	\$350/Hour
Senior Principal	\$300/Hour
Principal	\$275/Hour
Senior Director	\$250/Hour
Director	\$240/Hour
Senior Associate	\$220/Hour
Associate	\$200/Hour
Senior Designer	\$160/Hour
Designer	\$120/Hour

Rates are valid for the current calendar year and may be increased subsequently without written notice. Additional Services shall be computed with the hourly billing rate at the time of the additional service. This Proposal is Valid for 30 days from date of issue by SCAPE / Landscape Architecture DPC.

Services outlined under the Scope of Services shall be provided per the Terms and Conditions in the Agreement for Professional Services.

SIGNATURE PAGE

SCAPE requires a signed proposal and a Notice-to-Proceed to start work. Upon acceptance of this proposal, SCAPE will prepare a standard agreement for acceptance, which the parties shall review and may revise.

<i>Landscape Architect</i>	Client
SCAPE / LANDSCAPE ARCHITECTURE DPC	Volkert

ALandes

By: Alexis Landes	By: _____
Title: Managing Principal	Title _____
Date: 9/29/2025	Date: _____



ATTACHMENT C – SUBCONSULTANT PROPOSAL (ROME OFFICE)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment
& Refinement

Client: City of Mobile **Date:** October 14, 2025



Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

09/13/2025

PERCH CREEK PRESERVE: TASK ORDER 1 PROPOSAL – REV 1

Dear Jordan,

Please see the following proposal to provide architectural design support for the master planning of Perch Creek Preserve.

Our understanding of the project, scope of work, and deliverables are detailed in Sections 1 and 2 of this document. The proposal is based on the information included herein and the correspondence between SCAPE and Volkert.

We hereby submit the following preliminary fee proposal and are happy to discuss it with you in more detail at any time. We look forward to assisting you in this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Rome', is positioned above the typed name.

Melissa Rome, AIA, NCARB
Partner, Rome Office

Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

1. INITIAL INFORMATION

Project Understanding: The purpose of the architectural scope for Task Order 1 is to support the design team in updating the Master Plan. This scope includes assessing existing structures within the park to determine their potential for reuse, developing a program list for park structures, and preparing conceptual designs for new park structures. The project area encompasses 190.3 acres of waterfront property, including 2.3 miles of shoreline and 2.7 miles of creek frontage.

Timeline: The estimated time for Task 1 is 4 months.

Cost of the Work: Rome Office is not aware of any target budget for the Project.

Consultants: Rome Office (RO) will not retain any subconsultants for Task Order 1.

2. SCOPE OF SERVICES AND DELIVERABLES

0 – Mobilization and Kickoff (2 weeks): Rome Office will support the design team during the initial phase of the project, gathering the information necessary to complete our scope of services. Mobilization and Kickoff services will include:

- Travel and participation in one (1) in-person project kickoff site visit (one day only).
- Up to two (2) virtual project management meetings
- Review of current master plan report
- Visual assessment of two (2) existing structures located within the Ziebach Zone.

1 – Master Plan Reassessment (6 weeks): Rome Office will reassess project needs and develop an architectural program aligned with the requirements and goals of the Perch Creek Master Plan. Services will include:

- Up to three (3) virtual project management meetings
- Develop a program list and requirements for the structures in the Park.
- Adaptive reuse feasibility of the two (2) structures located within the Ziebach Zone.
- Precedent research to help define the architectural strategy, including scale, form, and materiality
- Presentation of program list, existing structure reuse, and precedents to the client

Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

2 – Master Plan Refinement (8 weeks): Rome Office will develop conceptual design options for the park structures. Services will include:

- Travel and participate in one (1) in-person city workshop.
- Up to four (4) virtual project management meetings
- Collaboration with SCAPE on the scale and siting of the park structures
- Preparation of two (2) alternative massing and conceptual design studies for a picnic pavilion and a restroom structure that align with program requirements and project goals from the previous phase
- Two (2) renderings exemplifying the preferred architectural language of the picnic pavilions and restroom structures in the Park
- Presentation of the conceptual design to the client.
- High-level probable cost range for a typical restroom and picnic pavilion.

Refer to Section 5 of this document for a list of Assumptions and Exclusions for Basic Services.

3. FEE

Basic Architecture Services:

Rome Office estimates a lump sum fee of **\$30,000** to provide the Basic Services as outlined above in Section 1 & 2. Below is the proposed payment schedule:

Payment Schedule	\$
Mobilization and Kickoff	\$3,300
Master Plan Reassessment	\$7,200
Master Plan Refinement	\$19,500
Total	\$30,000

Additional Services:

For any work or services not covered within the Project Description in Section 1 or the Scope of Basic Services described in Section 2, the Architect shall be compensated based on an hourly rate or an agreed upon lump sum.

Category	2025 Hourly Rate
RO Partner	\$200
RO Project Architect	\$175
RO Architect	\$150

Rome Office

Rome Office LLC
400 N. Peters St., Suite 212
New Orleans, LA 70130, USA
504.827.1928

Reimbursable Expenses:

For Reimbursable expenses such as travel for additional in-person meetings, permitting and other fees required by authorities having jurisdiction, printing and plotting, AIA contract documents and forms, BFE Certificates, additional renderings, and physical models the compensation shall be the expenses incurred by the Architect plus 10% of the expenses incurred.

4. PAYMENT TERMS

Rome Office shall invoice monthly for Services performed, any prior-approved additional services, and any prior-approved reimbursable expenses. Payments shall be due within 15 days of the Prime consultant receiving payment. If the Project is cancelled or stopped for whatever reason, Rome Office shall be paid for services provided up until the notice of cancellation.

5. ASSUMPTIONS AND EXCLUSIONS

- The above fees in Section 3 are valid for 30 days from issuance of this proposal.
- The fees in Section 3 are based on our existing knowledge of the project outlined in Sections 1 and 2 of this proposal. Rome Office reserves the right to adjust the fees in Section 3 should any information in Sections 1 or 2 of this proposal change.
- It is assumed that Rome Office and Volkert will modify and execute a subconsultant agreement prior to proceeding with work.
- The fee proposal assumes a 4-month continuous design schedule. Any pause and restart may require additional fees.
- The fee excludes surveying, geotechnical engineering, & material testing services.
- The fee excludes consultants for Task Order 1.
- The fee excludes cost estimating services beyond what is included in the scope of basic services.
- The proposal assumes Rome Office will be contracted for future design phases/task orders.
- The proposal assumes the Client will provide all necessary information and access required to perform our services, including site access, current valuations of existing structures, and the anticipated budget for new park structures.
- This proposal assumes that the design of park structures will be limited to picnic and restroom facilities. If conceptual design for any other type of structure— including, but not limited to, a multipurpose or recreation building— is required, Rome Office will require an additional fee.



ATTACHMENT D – SUBCONSULTANT PROPOSAL (CYPRESS ENVIRONMENT & INFRASTRUCTURE)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment & Refinement

Client: City of Mobile **Date:** October 14, 2025



September 5, 2025

Jordan Stringfellow
Assistant Vice President, Aviation Service Line Manager
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, AL 36609

Re: City of Mobile Perch Creek Preserve Design and Engineering Project
Phase I Task - Master Plan Habitat & Shoreline Analysis

Dear Ms. Stringfellow:

As requested, Cypress Environment & Infrastructure (Cypress) hereby submits the enclosed proposal to provide professional services for Phase I of the Perch Creek Preserve Design and Engineering Project. The deliverable of this work will be the Master Plan Habitat and Shoreline Analysis Report, which will be used to reevaluate the Perch Creek Preserve Master Plan and guide future design on the project sites.

Cypress appreciates the opportunity to provide this proposal. If you have any questions or require additional information, please feel free to contact me at chenderson@cypressei.com or 228-596-1580.

Sincerely,
Cypress Environment & Infrastructure



Cynthia Henderson, PE, PWS
President

Enclosures:

Proposed Scope of Work (1 Page)
Agreement and Authorization to Proceed form (1 page)

PROPOSED SCOPE OF WORK

Perch Creek Preserve Phase I – Master Plan Habitat & Shoreline Analysis

Mobile, Alabama

Scope and Subtasks

- **Subtask 1: Meetings & Site Visit**
 - Includes attendance of up to two (2) Cypress staff at Kickoff Meeting, City Workshops, and other meetings as requested by Volkert.
 - Includes one (1) site visit.
- **Subtask 2: Master Plan Habitat and Shoreline Analysis Report**
 - Report assessing flood risks, habitats, and shorelines across the Perch Creek Preserve, McNally Park, and Ziebach sites.
 - Report to include maps compiled from web resources and up to one (1) site visit.
 - Report to include design considerations to mitigate flood risk, protect wetlands, and stabilize shorelines.

Fees

- **Total Fee: \$20,298.00**
 - Subtask 1: \$7,169.00
 - Subtask 2: \$13,129.00

Deliverables

- Master Plan Habitat and Shoreline Analysis Report

Schedule

- Anticipated 2 months. This schedule is dependent on timely review and responses from the Owner.

Insurance

- Cypress carries \$2,000,000 aggregate in general and professional liability insurance. Cypress will provide a certificate of insurance on request.

AGREEMENT AND AUTHORIZATION TO PROCEED
Perch Creek Preserve Phase I – Master Plan Habitat & Shoreline Analysis
Mobile, Alabama

Reporting, Invoicing, and Payment Schedule

Cypress Environment & Infrastructure (hereinafter referred to as Cypress), will invoice monthly based on the percent completion of each task of the project.

Authorization to Proceed

If you are in agreement with the proposed scope of work and payment schedule, please return one signed copy of this agreement to our office (contact information below signatures) and retain the other copy for your records. Upon receipt of authorization to proceed, Cypress will begin work in accordance with the project scope.

This document constitutes a legal contract under the laws of the State of Alabama. The undersigned parties have reviewed this document and agree to the terms of the contract.

Delivery Schedule

Anticipated 2 months. This schedule is dependent on timely review and responses from the Owner.

Cost

Total Project Cost:	\$20,298.00 (fixed fee)
Subtask 1: Meetings & Site Visit	\$7,169.00
Subtask 2: Master Plan Habitat and Shoreline Analysis Report	\$13,129.00

DATE: 09/05/2025

Cypress Environment & Infrastructure



Cynthia Henderson, PE, PWS
President

DATE:

Volkert, Inc.

Name:
Title:

Email to: chenderson@cypressei.com

Mail to: 150 Government Street, Suite 1000, Mobile, AL 36602



ATTACHMENT E – SUBCONSULTANT PROPOSAL (LYVVE STRATEGIES)

Volkert Project Number: TBD

Project Description: Perch Creek Preserve Task 1 – Master Plan Reassessment
& Refinement

Client: City of Mobile **Date:** October 14, 2025





Who we are.

We believe in engagement through culture, commerce and communication. At Lyvve, we amplify that message. We are a communications consultancy that specialize in public affairs, advocacy and digital marketing. Our strength is solutions through storytelling. Our systems and routines activate audiences to do something. Join us as we impact and expand expectations. Together, we will explore innovative ideas that help you grow and scale.

What we do.

Our Services

Digital Marketing

- **Target Messaging**
- **Content Development**
- **Venture Opportunities**
- **Partnership Development**

Public Affairs

- **Media Management**
- **Campaign Development**
- **Project Management**

Advocacy

- **Manage Government Relationships/Engagement**
- **Community Engagement**
- **Issue Management**



Volkert

Project: Perch Creek

One of the best assets of the City of Mobile is its beautiful landscape of wetlands and shorelines. The purpose of this project is to design and update a series of public access waterfront and riverfront parks in the southern City of Mobile. Situated across multiple parcels (Zone 1, 2 and 3A in Masterplan), this park will be an integral part of continued growth within the City of Mobile by providing waterfront access and recreational opportunity to locals while showcasing the beautiful natural resources of Mobile Bay.

Through various engagement strategies, we will ensure all stakeholders remain aware and educated. This project will define opportunities to ignite curiosity and expand the expectations of all stakeholders.

Internally, we will grow systems and collective impact. Collectively, we will create the expectations of standards and the culture of engaged-community-led excellence outcomes.



Scope of Work

Lyvve Strategies will perform as your lead management firm for community engagement for the Perch Creek Project. We will assist the City of Mobile as they lead all outreach efforts. At Lyvve, we have more than 50 combined years of experience and will assist in the development and execution of the following tactics to produce top outcomes. We lead. We win.

- Community Engagement Planning
 - Review Past Outreach
 - Set targets
 - Organize systems
 - Reporting
- Meetings
 - Kickoff
 - Large Stakeholder Meeting
 - Small meetings
 - Final Presentations
 - Internal meetings
- Updates
 - Copy writing
 - Emails
 - Newsletters
 - Information for City Comms Dept
 - List Management
 - Partner Engagement
 - Existing
 - New Targets



Terms of Agreement

The client shall pay the consulting agency a fee of \$17850.00 for the agreement of terms. This fee does not include any printed services or collateral. Work performed under this Consulting Agreement shall not include any service performed by Lyvve Strategies pursuant to separate agreement between Lyvve Investment Group, LLC, and the client.

*Payments can be made via electronic deposit or check per Vendor agreement.

Please submit all payments to Lyvve Investment Group

Special Terms and Conditions: Both parties have read and understand the terms outlined above and agree there are no arrangements, verbal or otherwise, made, other than those incorporated into this Agreement. Any amendments must be in writing and signed by both parties. The parties further agree that this Agreement will be governed by the laws of the State of Alabama.

Client retains the right or approval over any and all advertisement or marketing materials which are a part of this Agreement.

Client Signature and Date

President, Lyvve Investment Group
Lyvve Investment Group
Signature and Date

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Implementation - Perch Creek Preserve

CAPITAL PROJECT # C0656 DATE OF RECEIPT 10/14/2025

DEPT. PROJECT # 2021-2045-02

PROJECT DESCRIPTION Perch Creek Parks Design (Ziebach WWTP,

McNally Park, and Perch Creek Preserve)

CONTRACT AMOUNT \$900,000.00

VENDOR NAME Volkert, Inc.

VENDOR NUMBER 227500

DEPT # 2045 DEPT NAME Programs & Project Management

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

Architectural	X Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ☒ N ☐ ; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by:  Date 10/30/2025

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis and Councilmember Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract is on file in the office of the City Clerk.

NAME OF COMPANY: Volkert, Inc.

PROJECT NAME: Perch Creek Preserve Design and Engineering

PROJECT NO: 2025-2045-08

AMOUNT: \$900,000

Adopted:

City Clerk

Date

R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Lounge Retail Liquor Class I License

Submitted by: Little Red Boot, LLC

Location: Flip Side Bar and Patio
54 S. Conception Street
Mobile, AL 36602

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/08/2025	TRANSFER - OWNERSHIP	2025 - 5756	132829	2	November 4, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

LITTLE RED BOOT LLC

Trade Name (DBA)

FLIP SIDE BAR AND PATIO

Location Address

54 S CONCEPTION ST

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
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Alabama Alcoholic Beverage Control Board

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PO Box 1151 Montgomery AL 36101

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Legal Business Name

LITTLE RED BOOT LLC

Trade Name (DBA)

FLIP SIDE BAR AND PATIO

Location Address

54 S CONCEPTION ST

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



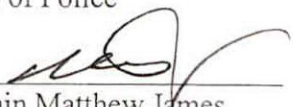
WILLIAM R. JACKSON
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: 
Captain Matthew James
Commander, Special Investigations Section

Date: October 27, 2025

Re: Alcoholic Beverage License Application No. 5756
LITTLE RED BOOT LLC
D/B/A: FLIP SIDE BAR AND PATIO
54 S CONCEPTION ST
Mobile, AL 36602
Eric River, owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a transfer-ownership application for a business named LITTLE RED BOOT LLC. The City of Mobile Revenue Department has advised that the business license is current, and all taxes have been reported and paid. The Underage Drinking Coordinator of the Mobile Police Department advised that this location is currently in good standing.

It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner

Logan Anderson

Date: October 27, 2025

Re: Application # 5756 / 54 S. Conception St.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.2. This is to advise that a lounge with retail liquor sales and an occupant load less than 100 persons is a permitted use by right in this zoning district.

The site is located within the Downtown Development District, which exempts T-5.2 from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5756 DATE 11/4/2025

APPLICANT LITTLE RED BOOT LLC

LOCATION 54 S CONCEPTION ST

REQUEST ALCOHOLIC BEVERAGE LICENSE



NTS

LANDUSE SURVEY
CONDUCTED 2010

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

City of Mobile Alcoholic Beverage License Application

Application Date 10/08/2025	Application Type TRANSFER - OWNERSHIP	Application Number 2025 - 5756	License Account # 132829	Council District 2	Council Agenda Date November 4, 2025
License Type Applied for with Alabama ABC Board 010 - LOUNGE RETAIL LIQUOR CLASS I			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name LITTLE RED BOOT LLC			Trade Name (DBA) FLIP SIDE BAR AND PATIO		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 06/20/2025	SOS Entity ID 001-196-570	State AL	County MOBILE
Federal Tax ID (FEIN) 39-3052913	Alabama State Sales Tax ID R012674627	Business Phone Number			
Physical Address (Street Address, Suite #) 54 S CONCEPTION ST		City MOBILE	State AL	Zip Code 36602	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) LOUNGE/BAR		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name ERIC RYAN RIVERS	Title OWNER	POA	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name BURLY BEAR LLC			Trade Name (DBA)		
ABC License Type 010 - LOUNGE RETAIL LIQUOR - CLASS I			License Number 010-010249049	Any ABC Pending Actions NO	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name TORQUIL LLC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 20 SOUTH ROYAL ST			City MOBILE	State AL	Zip Code 36602
Bldg Square Footage 990	Bldg Seating Capacity 40	Restroom Facilities YES	Patio Area YES	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) ERIC RYAN RIVERS		Title OWNER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle) N/A		Title		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) N/A		Title	Date of Birth	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

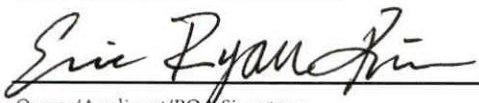
ER

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

-  The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.
-  The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.
-  The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.
-  The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.
-  Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.
-  In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
-  Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name


Owner/Applicant/POA Signature

Date of Application Signature


Title of Person Signing this Application

Sworn to and subscribed before me this **23rd** day of **October** 20 **25**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

November 19 2025

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/08/2025	TRANSFER - OWNERSHIP	2025 - 5756	132829	2	November 4, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

LITTLE RED BOOT LLC

Trade Name (DBA)

FLIP SIDE BAR AND PATIO

Location Address

54 S CONCEPTION ST

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	POA	Phone	Email
ERIC RYAN RIVERS	OWNER		(251) 802-6906	LITTLEREDBOOTLLC@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 10/09/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertng requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

LITTLE RED BOOT LLC

dba

FLIP SIDE BAR AND PATIO

has made application to the City Council of the City of Mobile for a

010 - LOUNGE RETAIL LIQUOR CLASS I and

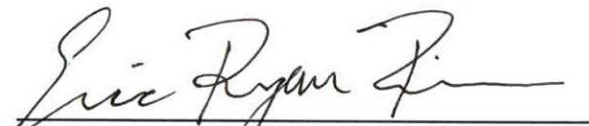
for the premises located at

54 S CONCEPTION ST

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **November 4, 2025** for application number **2025 - 5756**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

Tara Harris

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

October 22, 2025



FLIP SIDE BAR AND PATIO
54 SOUTH CONCEPTION STREET
MOBILE, AL 36602 USA
ACCOUNT NUMBER: 132829 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2160424	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251008143725394

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: County:

Type License: State: County:

Trade Name: **FLIP SIDE BAR AND PATIO**

Filing Fee:

Applicant: **LITTLE RED BOOT LLC**

Transfer Fee: \$50.00

Location Address: 54 S CONCEPTION ST MOBILE, AL 36602

Mailing Address:

County: MOBILE Tobacco sales: NO Tobacco Vending Machines:

Product Type: Type Ownership: LLC

Book, Page, or Document info: 001-196-570

Do you sell Draft Beer?:

Date Incorporated: 06/20/2025 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 06/20/2025

Federal Tax ID: 39-3052913

Alabama State Sales Tax ID: R012674627

Name:	Title:	Date and Place of Birth:	Residence Address:
ERIC RYAN RIVERS	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ERIC RIVERS

Business Phone:

Fax:

Home Phone

Cell Phon

E-mai

PREVIOUS LICENSE INFORMATION:

Trade Name: FLIP SIDE BAR AND PATIO

Applicant: BURLY BEAR LLC

Previous License Number(s)

License 1: 010-010249049

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251008143725394

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **TORQUIL LLC 251-375-5624**

What is lessors primary business? **PROPERTY RENTAL**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **YES**

Does the premise have a fully equipped kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **990** Display Square Footage:

Building seating capacity: **40** Does Licensed premises include a patio area? **YES**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: **1** Nearest: **1**

Nearest school: Nearest church: Nearest residence: **1 blocks**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251008143725394

Initial each

Signature page

☒ *ER*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ *ER*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ *ER*

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☒ *X*

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒ *ER*

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒ *ER*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ *ER*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☒ *ER*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama

☒ *ER*

Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Eric Ryan Rivers*

Signature of Applicant: *Eric Ryan Rivers*

Notary Name (print): *Sandy Durham*

Notary Signature: *Sandy Durham*

Commission expires: *9/26/29*

Application Taken: *10/8/25* App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20251008143725394



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
BURLY BEAR LLC
Address: 54 S CONCEPTION ST
MOBILE, AL 36602
Telephone:

NEW APPLICANT:
LITTLE RED BOOT LLC
Address:
Telephone:

Current License No: 010-010249049

LICENSED PREMISES ADDRESS: 54 S CONCEPTION ST MOBILE, AL 36602

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

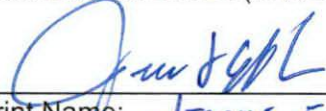
The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

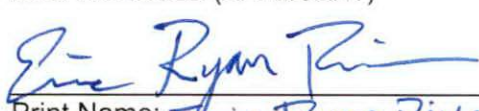
THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 8th day of October, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

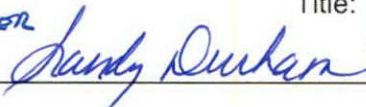
NEW LICENSEE (APPLICANT)


Print Name: JEROME F. EHLERT
Title: MANAGING MEMBER


Print Name: Eric Ryan Rivers
Title: member

WITNESS: (By ABC Enforcement)

Revised 9/08



STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Little Red Boot LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): Eric R Rivers

Street (**no PO Boxes**) address of registered office (must be located in Alabama):

3

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State
001-196-570 DLL
Date 06/20/2025
Time 11:22:00
File \$100.00
County \$100.00

Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 6 / 20 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 19 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

6 / 20 / 2025
Date (MM/DD/YYYY)

Eric R Rivers

Signature as required by 10A-5A-2.04

Owner

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

List of Current Member

The following individual is the only member of:

Little Red Boot LLC

NAME: Eric Ryan Rivers

TITLE: Owner

Eric Ryan Rivers

PRINTED NAME OF MEMBER

Eric Ryan Rivers

SIGNATURE OF MEMBER

9/25/25

DATE

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Little Red Boot LLC

This name reservation is for the exclusive use of Eric Ryan Rivers, 3661 Airport
Blvd. Apt 191, Mobile, AL 36608 for a period of one year beginning June 20,
2025 and expiring June 20, 2026



RES225963

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

June 20, 2025

Date

A handwritten signature in black ink, appearing to read 'Wes Allen'.

Wes Allen

Secretary of State



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

LITTLE RED BOOT LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012674627	10/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722410

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

54 S CONCEPTION ST MOBILE AL 36602-2704

LITTLE RED BOOT LLC
FLIPSIDE BAR AND PATIO
% ERIC RYAN RIVERS SOLE MBR
3661 AIRPORT BLVD APT 191
MOBILE, AL 36608

Date of this notice: 07-07-2025

Employer Identification Number:
39-3052913

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-3052913. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2025
Form 940	01/31/2026
Form 720	07/31/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251-574-8535 or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by Little Red Boot LLC/Torquil, LLC,

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 9 day of October 2025

Notary Printed Name

Leesa Harris

Notary Signature

Leesa Harris

My (Notary) Commission Expires

10-2-2027

Notary Stamp

Owner of Property (Print Name)

J.E.B. Shell

Owner of Property (Signature)

[Signature]

Street Address

20 South Royal St. Mobile, AL 36602

City, State, Zip

Mobile AL 36602

Date Agreement Signed

10-9-25

Applicant Name (Print Name)

Eric Rivers

Applicant Name (Signature)

[Signature]

Street Address

54. S Conception St.

City, State, Zip

Mobile AL 36602

Date Agreement Signed

10-9-25

LEESA B HARRIS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
OCTOBER 02, 2027

Revision Date 10.23.2023

| Application Property Ownership

STATE OF ALABAMA
COUNTY OF MOBILE

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease"), effective the 3 day of October 2025, by and between Torquil, LLC, an Alabama limited liability company (hereinafter "Lessor"), and Little Red Boot LLC, an Alabama limited liability company (hereinafter "Lessee"):

WITNESSETH That the Lessor does subject to the terms herein hereby demise and let unto the Lessee the following described real property in Mobile County, Alabama, to wit:

DESCRIPTION: 54 S. Conception St., Mobile, AL 36602

TERM For continuous use and occupancy by the Lessee to operate a bar, and for no other different use or purpose, for and during the term beginning as of the date stated above and ending the 31st day of December 2028.

RENT IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, or said agent, at the office of said agent as fixed minimum rent for said premises for the hereunder base year, the sum of EIGHTEEN THOUSAND (\$18,000.00) Dollars, which said sum is payable in advance monthly installments of \$1,500.00 per month, due on or before the 15th day of each month (the base rent together with any other amounts due from Lessee hereunder are hereinafter referred to as the "rent"). This amount shall increase by 3.00% compounding each year on the annual anniversary date of this Lease and continue through the termination of this Lease.

THIS LEASE IS MADE UPON THE FOLLOWING FURTHER TERMS, CONDITIONS AND COVENANTS:

LATE CHARGE Time is of the essence of this agreement. An administrative fee equal to 10% of the unpaid rent due shall be charged to the account of the Lessee after the 15th day of the month. The administrative fee shall then be deemed rent due from Lessee.

POSSESSION The Lessor covenants that the Lessee on paying the fixed minimum rent and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the demised premises, however, Lessor shall not be liable for the failure and/or inability of the Lessee to obtain possession of said premises at the commencement of the term, or thereafter, due to any condition of the premises, including destruction or actions of a third party, provided that Lessor exercises due diligence in good faith to place the Lessee in possession.

OPTION TO RENEW Provided the Lessee is not in default in the performance of this Lease, Lessee shall have the option to renew this Lease for up to three two year terms (the renewal period). All of the terms and conditions of the Lease shall apply during the renewal period; except that the monthly rent for the additional term shall be as follows:

Renewal Option
Term: Rent for the option term shall continue the 3.00% annual compounding increase to the prior year's rent.

The option shall be exercised by written notice given to Lessor not less than ninety (90) days prior to the expiration of the immediately preceding term. If the notice is not given in the manner and time provided herein, the option shall expire and become automatically void.

Notwithstanding anything to the contrary contained in this Lease, in the event Lessor sells the leased premises to a third-party buyer that is not an affiliate of Lessor, any option to renew for any subsequent renewal period shall be voided automatically, and Lessee would have to negotiate new lease terms with such buyer.

ALTERATIONS Lessee will make absolutely no alterations in or to said premises without the written consent of the Lessor. Any approved alterations and other matters arising therefrom shall be at the sole cost expense and liability of Lessee.

for same, and if payment in full is not made within ten (10) days of such notice and demand, Lessor may terminate without further notice Lessee's rights under the Lease, take possession and change the locks to the exclusion of Lessee and secure the personal property therein until such time as the same can be liquidated by Lessor, or its agent, at private or public sale, and used to set-off the rent and all other sums owed by Lessee to Lessor, including auction expenses costs and attorneys' fees; further, upon the termination of Lessee's rights under this Lease, the Lessor may, without further notice re-lease the premises to a new tenant and retain all rents therefrom, without set-off or benefit to Lessee whatsoever, and contemporaneously seek the full amount of accelerated rent from Lessee, less funds received from the sale of Lessee's personal property. Nothing herein shall be construed to require the Lessor to re-enter and re-let in such event, or otherwise postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary the Lessor is hereby given the right to demand, collect and/or sue therefor at any time after default, and may elect to exercise any one or more of the foregoing.

EVENTS OF DEFAULT

- (a) In the event the Lessee should fail to pay any installment of rent (being inclusive of all charges owed by Lessee to Lessor hereunder) as and when due.
- (b) In the event Lessee removes, attempts to remove or permits to be removed from the premises, except in the usual course of business, a substantial portion of the goods, furniture, effects or other property of the Lessee.
- (c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee on the premises, or upon the interest of the Lessee in this Lease.
- (d) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Lessee or the Lessee is adjudged a bankrupt.
- (e) In the event an assignment for the benefit of creditors is made by the Lessee.
- (f) In the event of the appointment of a Receiver of Lessee's property
- (g) In the event the Lessee, before the expiration of said term, without the written consent of the Lessor, vacates said premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use said premises for the purposes herein specified for more than 7 calendar days.
- (h) In the event that Lessee shall cause or allow (or take any action that results in) a mechanics' and material men's lien to accrue against the premises.
- (i) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the Lessee herein contained.

ACCELERATION

Upon default, breach of condition, or upon the termination of this Lease or re-entry upon said premises for any one or more of the causes set forth above, the rents hereunder for the entire rental period and other indebtedness, if any, payable under any provision hereof shall be and become immediately due and payable without regard to whether possession of the premises was surrendered to or taken by the Lessor.

IMPROVEMENTS

All improvements and additions to the leased premises shall adhere to the leased premises and become the property of the Lessor. Items typically considered personal property, furniture and trade fixtures shall become the property of the Lessor as additional security for the compliance of the terms, conditions and covenants herein upon default, and upon default Lessee expressly authorizes Lessor to file a financing statement and fixture filing for the furniture, goods, cash trade fixtures, personal property and inventory, whether now existing or hereafter arising, and proceeds of the foregoing, in the premises. Lessee, upon the expiration of this Lease, may remove any of the foregoing, if and only if, all terms, conditions and covenants herein have been complied with by the Lessee and said Lessee restores the building and premises to its original condition.

FIRE, WIND AND OTHER CASUALTIES

If the premises is damaged or destroyed, such that it becomes uninhabitable by fire, flood, windstorm, riot, insurrection or other casualty, without fault of Lessee or its invitees, then rent shall be abated and the Lessor shall have the option within sixty (60) days from the time such damage shall have occurred to elect whether Lessor shall or shall not repair and restore the said building to substantially its original condition at commencement of this Lease. Should Lessor elect to make such repairs or restorations same shall be completed as soon after such election is made as is practicable. Should Lessor fail to make an election as stated above, Lessee may at Lessee's election within thirty (30) days from the expiration of said sixty (60) day period or Lessor's decision whichever is sooner, either to terminate this Lease or elect to repair or restore said premises, at Lessee's own expense, provided that notification of such election shall be given to Lessor in writing. If Lessee elects to repair or restore said premises as provided in this section, such repairs or restoration shall be commenced

	the Lessor or Lessor's agent have made no representation or promises with respect to the land, building or premises except, as may be expressly set forth herein.
INSPECTION	Lessor, or its agent, reserves the right to visit and inspect said premises at all reasonable times, and to show said premises to prospective tenants and purchasers, and to display "For Sale" signs on said premises, and during the last months (6) of any term to display "For Rent" signs on said premises.
EMINENT DOMAIN	If the whole of the demised premises shall be taken by Federal, State, County, City, public utility, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said premises, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor except that the rent shall be adjusted as of the date of such termination of the Lease. If but a part of the demises premises be taken by right of eminent domain, this Lease shall continue in full force and effect as to the property remaining provided such is capable of continued enjoyment by the Lessee for the use and purpose provided for hereunder, and in such event the Lessee shall not be entitled to any award that may be made for such taking, nor shall such taking constitute a termination of this Lease, or a constructive eviction of Lessee. If more than twenty percent of the square footage of the property is taken, then rent may, at Lessor's option, be adjusted to equitably reflect the change in the size of the premises.
CONDEMNATION	In the event the improvements on the demised premises are condemned by any Public Authority except under conditions described in the paragraph immediately following, it is agreed and understood that upon notice of such order of condemnation that the Lessor has the option or election to (a) terminate this Lease as herein provided or (b) make the required repairs. If the Lessor elects to terminate this Lease, Lessor shall give notice thereof in writing to the Lessee within thirty (30) days of the actual receipt of the order of condemnation, and the Lessee shall then have thirty (30) days from the receipt of the Lessor's notice to exercise Lessee's election to (a) surrender possession of the premises, or (b) continue in possession and make the required repairs at the Lessee's expense. If the repairs are made by either the Lessor or Lessee, as herein provided for, during the actual period of such repairs, it is agreed that there shall be a proportionate abatement of rent; PROVIDED, HOWEVER, that nothing herein contained shall be construed as prohibiting, limiting, diminishing or altering the Lessor's right to contest, deny, protest or in any other way attack, question or defend the matters involved in such condemnation both as to the facts and the authority of the Public Authority, and in that event the options or elections hereinabove provided for shall be exercisable in the manner above provided only after the matters in contest have been judicially determined. The Lessor shall give notice to the Lessee of its election to contest the order of condemnation within thirty days after receipt of same.
SAFETY	If any Public Authority requires structural or other repairs or changes to the particular premises herein demised (for example, such as fire extinguisher systems, fire escapes, extra supports and braces) all or any of which are required by virtue of the Lessee's use of the premises, then such changes, repairs, additions, etc., shall be promptly made after notice thereof, solely at the Lessee's expense, and upon the Lessee failing or refusing to do so, the Lessor may (a) consider the Lessee in default, or (b) make such repairs, changes, additions, etc., at the Lessee's cost and expense and such sums so expended together with interest thereon at the highest legal rate, not to exceed 18% per annum, shall be payable by Lessee on demand and be secured as and deemed rent hereunder.
LESSEE TO REIMBURSE TAXES	Lessee shall pay to Lessor (as rent) any license fees, taxes, including all personal property taxes and Mobile Business Improvement District Taxes and assessments, other assessments, penalties, charges, rates or liens of any nature whatsoever, which may be levied, assessed, charged, or imposed on or against the premises or against the Lessor by reason of ownership thereof, whether levied by the State of Alabama, City or County of Mobile or any political subdivision thereof, and whether the same be on or against the premises or its improvements, fixtures or gross income therefrom or by any reason of rental thereof. If not made prior, Lessee shall make such payment within 30 days of Lessor's invoice to Lessee for same.
LESSEE TO REIMBURSE LESSOR INSURANCE	Intentionally Omitted.
ADJOINING PROPERTY	Lessor does not warrant any rights to light, view or air over adjoining property and any diminution or shutting off of light, view or air by any structure which may exist or be erected

[SIGNATURE PAGE]

Lessor:

TORQUIL, LLC, an Alabama limited liability company

By: J.E.B. Shell
As Its: Member Manager

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority in and for said County and State, do hereby certify that J.E.B. Shell, whose name as Member Manager Torquil, LLC, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal on this the 3 day of October, 2025.



Shannon Ashton
NOTARY PUBLIC
My Commission Expires: 3/10/2029

Lessee:

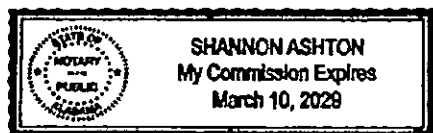
Little Red Boot LLC, an Alabama limited liability company

By: Eric Rivers
As Its: Owner

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority in and for said County and State, do hereby certify that Eric Rivers, whose name as Owner of Little Red Boot LLC, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal on this the 3 day of October, 2025.



Shannon Ashton
NOTARY PUBLIC
My Commission Expires: 3/10/2029



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-159457-2025

Issue Date: 10/22/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400011045.	54 S Conception St	

Business Name	Issued To	Zoning Districts
LITTLE RED BOOT LLC, DBA FLIP SIDE BAR AND PATIO	Name: ERIC RIVERS Company: LITTLE RED BOOT LLC, DBA FLIP SIDE BAR AND PATIO Address: 54 S Conception St MOBILE, AL 36602 Phone:	T-5.2

This Zoning Classification Allows the property to be used for:

BAR/LOUNGE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Tiffany Randolph

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

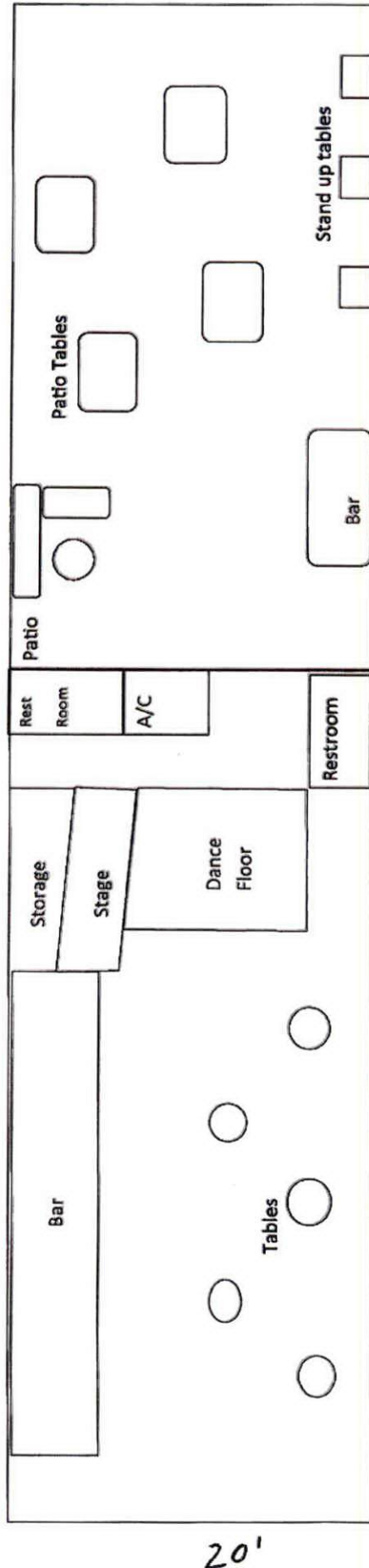
PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☐ No ☒ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☒ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☒ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Little Red Boot LLC/Torquil, LLC,				Trade Name (DBA) Flip Side Bar and Patio			
Company Physical Address (Street Address, Suite #) 54. S Conception St.				City Mobile	State AL	Zip Code 36602	
Business Contact Person Information							
Name Eric Ryan Rivers		Title Owner	Phone	Email			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 990	Parking Provided N/A	Parking Required N/A	Compliance Yes	Zoning T5.2	Approved Yes		
Comments This site is zoned T5.2 within the Downtown Development District and is therefore exempt from off-street parking requirements.							
Print Name Tiffany Green		Signature 			Date 10/23/2025		

Flip Side Bar and Patio
54 S. Conception Street
Mobile, Alabama 36602

Evan A.
9/25/25



49.5'

SEATING CAPACITY 40

20'



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc
Barry Glisson, Interim Chief - Fire

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

Extend 5-year contract with Evonik Corporation, for City provision of fire & emergency service support, for two additional one-year periods and to add response service billable rates to annual compensation fee paid by Evonik to City.

Amount of Contract:

Revenue to City.

Funding Source

Revenue to Acct 11001100.49301

ATTACHMENTS:

1. 2025 Evonik Agenda Package

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: November 4, 2025 Item No. _____
Date

Submitted by: MFRD Chief Barry Glisson
Department Department Head

Sponsored by: Mayor Cheriogotis
Name Title

Reviewed by: Rob Lasky
Executive Director

Routing Authorized: _____ Date
Mayor's Office

A brief synopsis and explanation of the following:

PROJECT NAME: Amendment to Contract with Evonik Corporation

PURPOSE & SCOPE OF PROJECT:

Extend 5-year contract with Evonik Corporation, for City provision of fire & emergency service support, for two additional one-year periods and to add response service billable rates to annual compensation fee paid by Evonik to City.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: _____

FUNDING SOURCE:

Budget Item: 11001100.49301 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Revenue for City provided service

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to the Agreement between Evonik Corporation and the City of Mobile, for Fire and Emergency Services extending the term of the existing agreement beyond its current expiration date, to extend the agreement an additional two (2) one-year periods without further approval required by Council, Evonik to pay City for its amended hourly expenses, as outlined in the Agreement amendment attached hereto and made a part hereof as though set forth in full. A copy of said Agreement amendment is on file in the Office of the City Clerk.

ADOPTED:

City Clerk



FIRST AMENDMENT TO THE FIRE AND EMERGENCY SERVICES CONTRACT

THIS FIRST AMENDMENT TO THE FIRE AND EMERGENCY SERVICES CONTRACT ("Amendment") is made and entered into as of the date on which last party executes this agreement (the "First Amendment Effective Date"), by and between Evonik Corporation, a domestic corporation organized and existing under the laws of the State of Alabama (hereinafter "Evonik"), and City of Mobile, a political subdivision of the State of Alabama, (hereinafter referred to as the "City").

RECITALS

WHEREAS, Evonik and City entered into that certain Fire and Emergency Services Contract dated October 21, 2020 (the "Agreement"); and

WHEREAS, Evonik and City wish to amend the Agreement and agree upon certain additional terms as set forth in this First Amendment, and to ratify and adopt all other terms of the agreement as originally agreed upon; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Evonik and City agree as follows:

AMENDMENTS

A. Amendments to the Agreement. The amendments set forth below shall be effective as of the First Amendment Effective Date:

1. Paragraph 1. Paragraph 1 shall be replaced in its entirety and amended with the following:

"This Agreement shall become effective as of the date on November 1, 2020 shall continue in effect for a five (5) year term ("Initial Term"). Upon expiration of the Initial Term, the Agreement shall automatically be renewed for up to two (2) additional one-

year terms. Parties may terminate this contract at their sole discretion, for any reason by providing a written notice of termination 30 days prior to the annual anniversary date. At each annual anniversary of the execution date of the Agreement, the annual compensation fee and the hourly rate charged herein shall increase by three (3) per cent above that of the immediately preceding year.”

2. Paragraph 4. Paragraph 4 shall be replaced in its entirety and amended with the following:

“In addition to the Annual Compensation Fee, Evonik agrees to pay the City for its hourly expenses attributable to responsive emergency actions as specifically established, and itemized in the City of Mobile Municipal Code, Chapter 22, Article 5, Section 22-61 and Section 22-62, effective October 2025 and recreated below:

Engine company	\$300.00/hour
Truck company	400.00/hour
Fireboat	500.00/hour
Incident commander	150.00/hour
Technical rescue unit	400.00/hour
Technical rescue fee	300.00
Incident management fee	300.00

.”

3. Paragraph 12. Paragraph 12 shall be replaced in its entirety and amended with the following:

“On a monthly basis, City shall submit an itemized invoice to Evonik for all City hourly expenses attributable to responsive emergency actions and Evonik agrees to tender payment to City for all such services. Fee for said hourly services is due and payable annually by Evonik on the effective date set out in paragraph one (1) hereinabove and on each renewal date thereafter. Should Evonik dispute any charges, it shall pay the undisputed amount, give notice of the dispute, and the parties agree to negotiate the remaining balance, in good faith. Should Evonik fail to tender prompt payment of any undisputed amount, as specified herein, City, at its option after giving 60 days’ notice to Evonik, may withhold any future services

and may decline to perform any other obligations under the terms of this Agreement, until such time as such payment shall have been received in full.”

4. Paragraph 16: *Paragraph 16 shall be deleted in its entirety and replaced with the following:*

“Any and all notices to be given under the terms of this Agreement may be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service, if served by registered mail, or (c) the following day after being deposited with an overnight courier. In the case of notices to Evonik, such notices shall be delivered may be addressed to the address specified in paragraph 2, hereinabove, to Evonik Corporation, 4201 Evonik Road, Theodore, AL, 36582, Attn: Kel Boisvert, with a copy to Evonik Corporation, 2 Turner Place, Piscataway, New Jersey 08854, Attn: Legal Department. In the case of notices to City, such notices shall be addressed and delivered to City of Mobile Fire and Rescue Department, c/o Chief, EMS Division, 701 St. Francis Street, Mobile, AL, 36602, with a copy to City Attorney, City of Mobile Legal Department, P.O. Box 36633-1827.”

- B. **Effect on the Agreement.** The Agreement shall continue in full force and effect as amended by this Amendment. This First Amendment, together with the Agreement, constitutes the entire agreement of the Parties with respect to the matters set forth herein and there are no other agreements, commitments or understandings among the Parties with respect to the matters set forth herein. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement as previously amended, the provisions of this First Amendment shall govern and control. Each and every other term, condition, covenant, representation, warranty and provision set forth in the Agreement shall remain in full force and effect in accordance with the terms of the Agreement. From and after the date hereof, all references in the Agreement to the “Agreement” shall be deemed to mean the Agreement as amended by this First Amendment.
- C. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

ATTEST:

Date: _____

City Clerk

William S. Stimpson, Mayor

EVONIK CORPORATION

By: _____

Kel Boisvert, Vice President and Site Manager

By: Kel Boisvert VP & Site Manager

[Print Name and Title]

STATE OF ALABAMA)

COUNTY OF MOBILE)

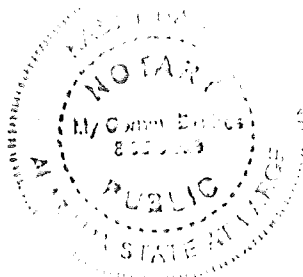
I, the undersigned Notary Public, in and for said City in said State, hereby certify that Kel Boisvert, whose name as Vice President and Site Manager of EVONIK CORPORATION, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer or agent and with full authority, execute the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 24th day of October, 2025

(SEAL)

Notary Public

My Commission Expires: 8/22/2029





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Interface Americas, Inc. for replacement flooring for Govt Plaza 5th floor

Amount of Contract:

\$124,517.30

Funding Source

Capital - Govt Plaza Flooring various depts

ATTACHMENTS:

1. 20251022 Wall Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 4 November 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: Scott Collins
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Interface Americas, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Interface Americas, Inc. or replacement flooring for Govt
Plaza 5th floor
Capital - Govt Plaza Flooring various depts

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$124,517.30

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract..

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2825</u>	2026	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT FLOORING FOR GOVT PLAZA 5 TH FLOOR (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$124,517.30	<u>(297858)</u> <u>INTERFACE</u> <u>AMERICAS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG
---	---

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER THE SOURCEWELL 061323-IFA AND YOUR QUOTE INTERFACE CARPET TILES B702 COLOR 271804-023 GLASBAC WILL NOT ACCEPT GLASBACRE	1273.74 YARD	44.08000	56146.46
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1	2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			56146.46
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

002	INTERFACE MODULAR RESILIENT FLOORING BRUSHED LINE LVT COLOR A01604 GALENA	834.21 EACH	3.97000	3311.81
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG
--	--

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			3311.81

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

003 INTERFACE MODULAR RESILIENT FLOORING CRITTERION CLASSIC WOVENS COLOR C0032 TWINE	866.41 SQ FT	2.60000	2252.67
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1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			2252.67
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

004 ADHESIVE 2000 PLUS	10.00 EACH	165.45000	1654.50
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1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			1654.50
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

005 REMOVAL BROADLOOM	1193.00 YARD	4.50000	5368.50
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1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			5368.50
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Bill To	Requisition 00002825-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 4
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Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/23/25	297858				ARCHITECTURAL ENGINEERING
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

006 REMOVAL VCT	1200.00	1.10000	1320.00
	SQ FT		

1 2000.80.00.0000.0000.0000.0000.48010.	
E F718-001 .CONSTRUCTN.	1320.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
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MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor
 INTERFACE AMERICAS, INC.
 1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
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 205 GOVERNMENT STREET
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 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
007 REMOVAL OF COVE BASE LABOR ONLY	2301.00	0.72000	1656.72
	LINEARFOOT		

1 2000.80.00.0000.0000.0000.0000.48010.
 E F718-001 .CONSTRUCTN.

1656.72

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

008 DISPOSAL OF CARPET	1193.00	2.88000	3435.84
	YARD		

1 2000.80.00.0000.0000.0000.0000.48010.
 E F718-001 .CONSTRUCTN.

3435.84

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor
 INTERFACE AMERICAS, INC.
 1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

009 DISPOSAL OF RESILIENT FLOORING	1200.00 SQ FT	0.36000	432.00
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1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			432.00
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

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Bill To	Requisition 00002825-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 7
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Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/23/25	297858				ARCHITECTURAL ENGINEERING
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LN Description / Account	Qty	Unit Price	Net Price
010 INSTALLATION OF CARPET TILE	1193.00	9.00000	10737.00
	YARD		

1 2000.80.00.0000.0000.0000.0000.48010.	
E F718-001 .CONSTRUCTN.	10737.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

011 LVT INSTALLATION	1200.00	3.00000	3600.00
	SQUAREYARD		

1 2000.80.00.0000.0000.0000.0000.48010.	
E F718-001 .CONSTRUCTN.	3600.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 8
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Vendor
 INTERFACE AMERICAS, INC.
 1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

012 FLOOR PREP MINOR MAT'L AND LABOR	11937.00 SQ FT	0.90000	10743.30
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1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			10743.30
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

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Bill To	Requisition 00002825-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
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Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
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MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/23/25	297858				ARCHITECTURAL ENGINEERING
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LN Description / Account	Qty	Unit Price	Net Price
013 COVE BASE SUPPLY & INSTALL 6" BASE	2400.00	4.65000	11160.00
LINEARFOOT			

1 2000.80.00.0000.0000.0000.0000.48010.	
E F718-001 .CONSTRUCTN.	11160.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Deliver To
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205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

014 FURINTURE MOVING MEDIUM	1137.00	10.50000	11938.50
YARD			

1 2000.80.00.0000.0000.0000.0000.48010.	
E F718-001 .CONSTRUCTN.	11938.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002825-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 10
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Vendor INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
015	MATERIAL FREIGHT	1.00 EACH	760.00000	760.00
1	2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			760.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

Bill To	Requisition 00002825-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 11

Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
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Deliver To
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MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total 124517.30

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E F718-001 .CONSTRUCTN.	124517.30	301963.36

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	124517.30	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/13/25	CARLEEN STOUT	approved!
Approved	10/13/25	CHAD HOLM	Auto approved by: 910518486
Approved	10/14/25	BRENDA RHODES	
Approved	10/14/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/14/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	10/23/25	SANDRA LEWIS	
Rejected	10/23/25	SANDRA LEWIS	wrong vendor interface should
Queued	10/23/25	CARLEEN STOUT	wrong vendor interface should
Queued	10/23/25	CHAD HOLM	wrong vendor interface should
Pending		BRENDA RHODES	wrong vendor interface should
Pending		TIFFANY HOLLINS	wrong vendor interface should
Pending		RELYA MALLORY	wrong vendor interface should
Pending		DONALD ROSE	wrong vendor interface should
Pending		SANDRA LEWIS	wrong vendor interface should
Pending		STEVEN KRONINGER	wrong vendor interface should

Interface Americas, Inc.

Carbon neutral modular carpet tile, LVT, rubber flooring, and services

#061323-IFA

Maturity Date: 8/9/2027

Sourcewell 
Awarded Contract

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 061323-IFA gives access to the following types of goods and services:

- Carbon neutral modular flooring
- Modular carpet tile
- Luxury vinyl tile (LVT)
- Resilient rubber flooring
- Turnkey project management
- Sustainable high-recycled content flooring
- Variety of QuickShip styles & colors
- Stair treads & wall base
- Flooring adhesives
- Installation services

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Gina Gregory, Councilmember

Purpose and Scope of Project:

Attached to this cover letter is a Construction Contract between the City of Mobile (City) and InLine, LLC. (Contractor) for the Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail, COM Project No. 2025-2045-01, for the amount of \$997,846.91. The scope of work for this project includes furnishing and installing the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail. A companion project to this contract, in collaboration with MPD and IT, is the installation of security cameras. This project aims to enhance pedestrian safety and create a more walkable and bike-friendly environment, and is part of the safety and security plan for the Mobile Greenway Initiative. This project is funded through Capital Funds.

Amount of Contract:

\$997,846.91

Funding Source

C0526

ATTACHMENTS:

1. 1-COVER LETTER_Lighting_2025-2045-01
2. CONTRACT REV_InLine_Lighting JPGD 3MC Seg 1
3. Legal Email approval
4. Capital Cover Sheet
5. 0-RESOLUTION_Lighting_2025-2045-01

REVIEWERS:

Lana Pafenbach
Lana Pafenbach



October 27, 2025

Subject: Construction Contract – Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail

Dea Councilmembers:

Attached to this cover letter is a **Construction Contract** between the City of Mobile (City) and InLine, LLC. (Contractor) for the **Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail**, COM Project No. 2025-2045-01, for the amount of **\$997,846.91**. The scope of work for this project includes furnishing and installing the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail. A companion project to this contract, in collaboration with MPD and IT, is the installation of security cameras. This project aims to enhance pedestrian safety and create a more walkable and bike-friendly environment, and is part of the safety and security plan for the Mobile Greenway Initiative. This project is funded through Capital Funds.

We appreciate your continued support and communication on this important project. Please call **Jennifer Greene** with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene', is written over a light blue horizontal line.

Jennifer Greene
Director, Programs and Project Management
Public Works, Engineering and Infrastructure



Project No. 2025-2045-01

**Lighting for Japanese Gardens and Segment 1 of the Three
Mile Creek Greenway Trail**

for

The City of Mobile

July 2025

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Labor and Materials Bond	V
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Supplemental Specifications	X
Location	Attachment A
Contractor's Insurance Certification.....	Attachment B
Subcontracting Plan, E-Verify Affidavit, and DBE Utilization Report.....	Attachment C
Certifications, Affidavits, & Project Closeout.....	Attachment D
Material Specifications and Drawings.....	Attachment E



ITEM I
ADVERTISEMENT FOR BIDS

Notice to Contractors:

Sealed bids will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor South Tower, until 2:30 PM CT, August 13, 2025 and then publicly opened and read in the Government Plaza, Atrium, Commission Conference Chamber, for constructing:

Project Name: Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail
Project No: 2025-2045-01
Project Description: This work shall consist of furnishing and installing the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail in the City of Mobile, AL.

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vise versa), wherever appropriate.

Plans and contract documents may be obtained from the office of ***Programs and Project Management*** upon payment of \$ 25.00 by contacting the Project Manager at steve.ogburn@cityofmobile.org or 251.208.7496. This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after August 1, 2025 at 12pm CT.

A Mandatory Pre-Bid Conference will be held at Government Plaza, Commission Conference Chamber, Atrium, 205 Government Street, Mobile Alabama 36602, on July 30, 2025 at 10AM CT. Significant items related to the proposed construction will be explained. Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company. An optional site walk-through will take place immediately following the pre-bid meeting (meet at Japanese Gardens; 11:30am).

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached (i.e. entire contract document).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award

contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto. In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of 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).

All bidders must make positive efforts to use small and minority owned business and women business enterprises. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. Bidders must pay special attention to the requirements of the City of Mobile Subcontractor and Major Supplier Plan. The City of Mobile requires that bidders comply with City Ordinance 4-034-2018 Chapter. Refer to the City of Mobile's Subcontractor and Major Supplier Plan included in the bid package for detailed language (Attachment C).

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project. The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to City Clerk; City of Mobile, Government Plaza, 9th Floor, South Tower, Mobile Alabama 36602; "Bid for completion of Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail, City of Mobile Project No. 2025-2045-01, in the City of Mobile, Alabama."

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED



LICENSE NO. 55186

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

INLINE LLC

THEODORE, AL 36582

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

E: ELECTRICAL, HS-S: INTELLIGENT TRANSPORTATION SYSTEMS

until March 31, 2026 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

215935

11th day of April, 2025

Michael B. Tew

SECRETARY TREASURER

Charles A. Verde Jr.

CHAIRMAN

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. **A City of Mobile Subcontracting Plan must be submitted with the bid documents.**

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

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 State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in 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 responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that 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 of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive calendar days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a

penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the City by reason of such default.

8. 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 instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside: **"Bid for completion of Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail, City of Mobile Project No. 2025-2045-01"**

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests 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 Bid after it has been opened.

12. BIDDERS PRESENT:

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

13. 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 his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date.

The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to obtain and/or meet permitting requirements specific to a project; to complete Contracts of a similar nature; or a Bidder who is not, in the judgement of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

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

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

Conflicts shall be resolved in the following order of precedence: (1) Addenda; (2) Special Provisions; (3) Drawings (figured dimensions govern over scaled); (4) 2022 ALDOT Standard Specifications. The Contractor shall immediately request written clarification for any unresolved discrepancy. Where two or more contract documents address the same subject, the hierarchy set forth above governs without regard to relative cost of alternative methods.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. 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 City.

20. 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 City; such 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, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so 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. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and to maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8-27-2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications as proposed by City of Mobile Programs and Project Management Department and the drawings, as well as the premises and the conditions affecting the work to be performed:

Project Name: Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail
Project No: 2025-2045-01
Project Description: This work shall consist of furnishing and installing the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail in the City of Mobile, AL.
Major work items include: Pedestrian Lighting

The Bidder further agrees to construct the improvements in **60** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. **The Contractor shall install conductor wires and conduit sized according to the Riser Diagram plan sheet. A newly established power service location is required and is identified in the proposal's plans.** Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to **City of Mobile Programs and Project Management, 2nd Floor, Attn: Steve Ogburn, 205 Government Street, Mobile AL 36602**. In order to receive consideration, the request must be received before 12pm on August 1, 2025. Any such interpretation and any supplemental instructions will be mailed or delivered to all prospective bidders.



October 1, 2025

Ms. Jennifer Greene
Director, Programs and Project Management
Department of Public Works
City of Mobile
205 Government St
Mobile, AL 36602

Re: 2025-2045-01 Three Mile Creek Greenway Lighting & Japanese Gardens Parking Lot Lighting

Ms. Greene –

Based on our meeting on September 8, 2025, InLine has reviewed the above-referenced project and offers the following proposed revisions:

- **Alternate poles and lights**
 - Concrete poles were specified in the bid
 - A review of alternate materials, aluminum and fiberglass, showed
 - no significant cost savings
 - less durability to damage from landscaping equipment
 - InLine proposes retaining the same poles as required by the bid.
 - See next bullet for lighting alternate
- **Conductor sizing**
 - The required conductor in Addendum #2 was based off a 120V/240V circuit
 - InLine proposes to make the following changes:
 - At the power service panel, incoming power will be stepped-up from 120V/240V to 480V for both the ITS and walkway lighting features
 - All lights have been altered to accept 480V without any reduction in voltage which allows for the wire size to be decreased. See attached cut sheets for review.
 - All ITS cabinets will have to be stepped down from 480V to 120V through use of a transformer and disconnect. However, this will allow for the conductors feeding the ITS cabinets to be reduced

InLine Little Rock
4411 John Harden Dr
Jacksonville, AR 72076

InLine Corporate
600 Lakeshore Parkway
Birmingham, AL 35209

InLine Mobile
5535 Business Parkway
Theodore, AL 36582



- Note: conductor sizing was estimated by InLine based on assumed loads from the cabinets and lighting. InLine is not responsible for verifying these loads and suggests that the EOR review and verify wire sizing.
- **Changing the conduit from a SCH80 to a SCH40**
 - After review, it was determined this change is negligible
- **Decorative Bases**
 - We are still waiting on confirmation from the manufacturer as to whether these are available
- **Foam Filler**
 - Foam can be used to back fill around the light poles, if the city allows the product. Attached is documentation of the foam for review.

Thank you for the opportunity to review and propose revisions to the above-referenced project. Based on these revisions, the price can be reduced to **\$997,846.91**.

Pay Item #	Description	Quan	Unit	Unit Price	Ext Price
210D000	BORROW EXCAVATION (UNDERWATER BACKFILL)	50.000	CYTB	\$ 217.10	\$10,855.00
214B002	FOUNDATION BACKFILL, COMMERCIAL, (57 STONE)	8.000	CY	\$ 694.73	\$5,557.84
600A000	MOBILIZATION	1.000	LS	\$74,832.74	\$74,832.74
620A000	MINOR STRUCTURE CONCRETE	8.000	CY	\$3,304.14	\$26,433.12
652A100	SEEDING (NATIVE SEED MIX)	2.000	ACRE	\$3,288.98	\$6,577.96
650A000	TOPSOIL (4" COMPACTED THICKNESS)	200.000	CY	\$ 92.69	\$18,538.00
654A005	SOLID SODDING (EMERALD ZOYSIA)	200.000	SQYD	\$ 21.12	\$4,224.00
656A010	MULCHING	2.000	ACRE	\$2,852.53	\$5,705.06
665Q002	WATTLE	300.000	LF	\$ 16.09	\$4,827.00
674A000	CONSTRUCTION SAFETY FENCE	500.000	LF	\$ 10.25	\$5,125.00
729I701	CONDUCTOR, 6 AWG (XHHW-2)	22,230.000	LF	\$ 2.26	\$50,239.80
729I702	CONDUCTOR, 4 AWG (XHHW-2)	13,180.000	LF	\$ 3.66	\$48,238.80
729I703	CONDUCTOR, 2 AWG (XHHW-2)	8,420.000	LF	\$ 5.47	\$46,057.40
729J024	ITS CABINET (POLE MOUNT)	15.000	EACH	\$3,845.32	\$57,679.80
729J016	NETWORK HUB CABINET	1.000	EACH	\$17,948.65	\$17,948.65
740B000	CONSTRUCTION SIGNS	50.000	SQFT	\$ 50.04	\$2,502.00
740E000	CONES	50.000	EACH	\$ 50.04	\$2,502.00

InLine Little Rock
4411 John Harden Dr
Jacksonville, AR 72076

InLine Corporate
600 Lakeshore Parkway
Birmingham, AL 35209

InLine Mobile
5535 Business Parkway
Theodore, AL 36582



Pay Item #	Description	Quan	Unit	Unit Price	Ext Price
750B001	LIGHT POLE (CONCRETE DIRECT BURIAL)	42.000	EACH	\$8,223.83	\$345,400.86
750B002	LED LIGHT FIXTURE WITH MOUNT	42.000	EACH	\$ 856.24	\$35,962.08
750D001	JUNCTION BOX (TYPE 1 JB)	1.000	EACH	\$3,353.11	\$3,353.11
750D002	HAND HOLE (TYPE 2 JB)	22.000	EACH	\$2,159.34	\$47,505.48
750E113(a)	CONDUIT, 1 1/4 INCH, RIGID NM (HDPE SDR 11 FIBER)	3,550.000	LF	\$ 14.54	\$51,617.00
750E113(b)	CONDUIT, 1 1/4 INCH, RIGID NM (SCH 80 POWER)	1,195.000	LF	\$ 16.81	\$20,087.95
750E115	CONDUIT, 2 INCH, RIGID NM (SCH 80 POWER)	1,630.000	LF	\$ 18.23	\$29,714.90
750E116	CONDUIT, 2-1/2 INCH, RIGID NM (SCH 80 POWER)	1,920.000	LF	\$ 17.58	\$33,753.60
750I015	LIGHTING CONTROL CENTER (LCC)	1.000	EACH	\$22,753.46	\$22,753.46
750H005	SERVICE POLE (WOOD)	1.000	EACH	\$19,854.30	\$19,854.30
Grand Total:					\$997,846.91

Should you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Respectfully,

Lee Reach, P.E.
Statewide Manager

InLine Little Rock
4411 John Harden Dr
Jacksonville, AR 72076

InLine Corporate
600 Lakeshore Parkway
Birmingham, AL 35209

InLine Mobile
5535 Business Parkway
Theodore, AL 36582

TOTAL PROJECT BID

Total (All Items Listed in Proposal) 1,235,224.58

Written in words One Million Two Hundred Thirty-Five Thousand Two Hundred Twenty-Four & FIFTY-EIGHT

Number of working days to complete project: 60 days

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 5535 Business Parkway Theodore, AL 36582

By InLine, LLC

Signature of Bidder [Signature] U.P. of Operations
(If a Corporation)

By _____
President

Business
Address _____

Business 5535 Business Parkway
Address Theodore, AL 36582

Business
Address _____

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: [Signature]
Secretary

55186
State License Number



NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

INLINE, LLC

(Partnership, Joint Venture, Corporation or Individual)

By: K. M. U.P. of Operations

(Signature of Officer or Individual, as applicable)

By: _____

IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

27 day of August, 20 25.

[Signature]
NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.



ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Inline, LLC.

(Name of Contractor)
600 Lakeshore Pkwy Birmingham, AL 35209

(Address)
as Principal, and Fidelity and Deposit Company of Maryland

(Name of Surety)
1299 ZURICH WAY, SCHAUMBURG, IL 60196 - 1056

(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment 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 Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail,

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 and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee 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 \$10,000. 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 August 27, 2025 (Date)
Inline, LLC. (Contracting Firm)
Witness as to Principal By: *Michael Bole* (SEAL)
1299 ZURICH WAY, SCHAUMBURG, IL 60196 - 1056 (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

By *Thomas J. Bole*

Thomas J. Bole, Attorney-in-Fact

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of August, 2025.



Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Grantland RICE, IV, Sharon E. GRIFFITH, Grantland RICE, III, Gregg A. TATUM, Thomas J. BOLE, Grace BROWN, Bruce S. DENSON, Joshua PRICE of Birmingham, Alabama**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of July, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 10th day of July, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

(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 of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 24 day of October, 2025.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

Lee Reach

(Corporate Name) Inline, LLC.

BY: Muel Bour
(Signature)

ITS: Chief Financial Officer
(Title)

ATTEST:

[Signature]
(Signature)

ITS: Statewide Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here)(Corporate name)

BY: [Signature]
(Signature)

ITS: Thomas J. Bole, Attorney-in-Fact
(Title)

ATTEST:

[Signature]
(Signature)

ITS: Grant Simmons, Account Manager
(Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Inline, LLC.

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and Fidelity and Deposit Company of Maryland

1299 ZURICH WAY, SCHAUMBURG, IL 60196 - 1056

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million Two Hundred Thirty Five Thousand Two Hundred Twenty Four and 58/100 dollars (\$ 1,235,224.58), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has, by means of a written agreement dated 2025, entered into a Contract with the Owner for **Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail, City Project No. 2025-2045-01** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is 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 fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence 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 the value received hereby stipulate and agree that no charge, 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 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 24 day of October 2025.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

Lee Reach

(Corporate Name) Inline, LLC.

BY: [Signature]
(Signature)

ITS: Chief Financial Officer
(Title)

ATTEST:

[Signature]
(Signature)

ITS: Statewide Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here)(Corporate name)

BY: [Signature]
(Signature)

ITS: Thomas J. Bole, Attorney-in-Fact
(Title)

ATTEST:

[Signature]
(Signature)

ITS: Grant Simmons, Account Manager
(Title)

Corporate Seal

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

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Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the Contractor's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further municipal contracts.
5. Contractor will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

1. Workers' Compensation/Employer's Liability:

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

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

Comprehensive General Liability Insurance:

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

Automobile Liability Insurance:

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

Excess/Umbrella Liability Insurance:

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

Certificate of Liability Insurance Endorsement Page:

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

- j. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- k. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- l. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- m. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- n. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. 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 City 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, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so 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 City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.
- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors

will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**
12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City

Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection and safety of the work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation.

Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction,

requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Millennium Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.
26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site.
Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.
27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to**

provide necessary documentation explaining such experience before permission to accomplish work is granted.

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. OMITTED.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing

landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. OMITTED.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
49. OMITTED.
50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 424A Superpave Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Inline, LLC., party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail

Project No: 2025-2045-01

Project Description: This work shall consist of furnishing and installing the lighting system for the Japanese Gardens Trailhead and Segment 1 of the Greenway Trail in the City of Mobile, AL.

Major work items include: Pedestrian Lighting

City of Mobile Project Number **2025-2045-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 997,846.91) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

ALDOT:

Wherever the word "ALDOT" is used, it shall refer to the Alabama Department of Transportation.

CITY:

Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY TRAFFIC ENGINEER:

Whenever the word "CITY TRAFFIC ENGINEER" is used, it shall refer to the CITY TRAFFIC ENGINEERING DIRECTOR for the City of Mobile or appointed assistants.

CITY ENGINEER:

Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or appointed assistants.

CITY PROJECT MANAGER:

Whenever the word "City Project Manager" is used, it shall refer to the City Project Manager for the City of Mobile or appointed assistants.

ENGINEER:

The engineering company assigned to perform construction engineering and construction inspection services for this project. The engineering company so assigned to this project will be determined at a later date.

LOCAL PUBLIC AGENCY (LPA):

Whenever the acronym "LPA" is used, it shall refer to the City of Mobile, who is the Local Public Agency.

AUTHORITY OF THE CITY PROJECT MANAGER AND CITY ENGINEER:

The City Project Manager and/or CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the

rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The City Project Manager and/or CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the City Project Manager and/or CITY ENGINEER or as noted herein.

ARBITRATOR:

Both parties to this contract hereby agree that the City Project Manager and/or CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the City Project Manager and/or CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the City Project Manager and/or CITY ENGINEER.

WAGE SCALE:

The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

The City Project Manager and/or CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to

the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the City Project Manager and/or CITY ENGINEER.

The City Project Manager and/or CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the City Project Manager and/or CITY ENGINEER at any time prior to the completion of the work and its acceptance by the City Project Manager and/or CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

If the work of any person employed by the CONTRACTOR should appear to the City Project Manager and/or CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the City Project Manager and/or CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the City Project Manager and/or CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and

investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

All work shall be done according to the direction of the City Project Manager and/or CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

If, in the opinion of the City Project Manager and/or CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the City Project Manager and/or CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the City Project Manager and/or CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the City Project Manager and/or CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the City Project Manager and/or CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the City Project Manager and/or CITY ENGINEER, to ensue, the City Project Manager and/or CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Project Manager and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Project Manager shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- 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.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.

- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

The source of funds for payment by City under this contract is Capital Funds. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

NON-DISCRIMINATION REQUIREMENTS:

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to

discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

2. Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA")), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

Regulatory Provisions

- g. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- h. Treasury Title IX regulations, 31C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- i. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

Other Provisions

- j. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO11246 (41 C. F.R. § 60-1.4(b), 1991).

- k. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-l(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract {including the competition for or negotiation of a contract) or grant:

- l. A Member of Congress or a representative of a committee of Congress;
- m. An Inspector General;
- n. The Government Accountability Office;
- o. A Treasury employee responsible for contract or grant oversight or management;
- p. An authorized official of the Department of Justice or other law enforcement agency;
- q. A court or grand jury; and/or
- r. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

RECORDS RETENTION REQUIREMENTS:

The contractor must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the contractor has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

- a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors and subcontractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
- b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
- c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
- d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
- e. Any reports, publications, and data sets from any research conducted under this Award.

If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

For Cause

In the event that any of the provisions of this Contract are violated by Contractor, or by any of his Subcontractors, the Owner may serve written notice the Contractor and Surety of its intention to terminate the Contract, such notices contain the reasons for such intention to terminate the Contract, and unless within (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement of correction be made, the Contract shall, the expiration of said ten (10) days, cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and Contractor and the Surety shall have the right to take over and perform the provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, Owner may take over the work and prosecute the same to completion by contract force account for the account and at the expense of the Contractor and the and his Surety shall be liable to the Owner for any excess cost occasioned thereby, and in such event the Owner may take possession of and utilize in the work, such materials, appliances and plant as may be on the site of the necessary therefore.

For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the provided herein, the Contractor will be paid for the time provided and expenses up to the termination date.

NOTICE OF AWARD AND NOTICE TO PROCEED:

The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be made within 90 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation. The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

As Outlined

Extra Work as herein before defined, when authorized and accepted will be paid for in accordance with the following:

1. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.
 - a. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.
 - b. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.
 - c. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

2. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.
3. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.
4. Quantity of materials, price and extension.
5. Freight on materials.
6. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

All Extra Work done by Force Account will be paid for in the following manner:

7. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are

actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.

8. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
9. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
10. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
11. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started. The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

EQUAL EMPLOYMENT:

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers'

representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

WITNESSES:

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

CONTRACTOR: (IF CORPORATION)

(Print)

BY: 

ITS CHIEF EXECUTIVE OFFICE
Martin Costa

(Print)

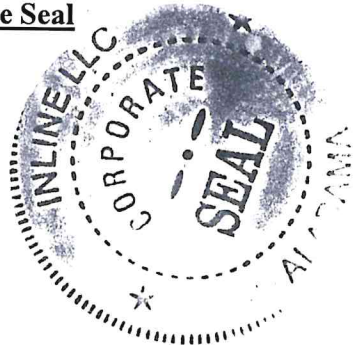
ATTEST: 

ITS VICE PRESIDENT OF OPERATIONS
Kevin McCoy

(Print)
10/27/2025

DATE

Corporate Seal



CITY OF MOBILE

BY: _____
ITS MAYOR

ATTEST: _____
BY: _____
CITY CLERK

(Print)

DATE

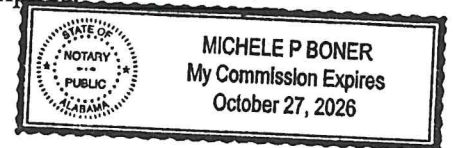
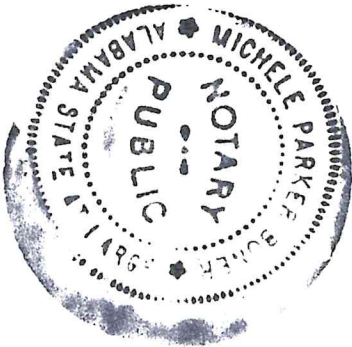
STATE OF ALABAMA
CITY OF MOBILE

I, the undersigned, a Notary Public in and for said County and State, hereby certify that
Martin Costa, whose name is signed to the foregoing instrument in the
capacity of CEO President of Inline LLC and who is known to me
acknowledged before me on this day, that, being informed of the contents of the instrument, he
executed the same voluntarily on the day and date the same bears date.

Given under my hand and notarial seal on this the 27 day of Oct, 2025.

Michele P Boner
NOTARY PUBLIC

My Commission Expires:



ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: June 23, 2023

GASP No. 22-GA0010(2)

EFFECTIVE DATE: September 1, 2023

SUBJECT: Work Performed and Progress Based Pay Items.

Alabama Standard Specifications, 2022 Edition, shall be amended by the revision of SECTIONS 101, 108, by the replacement of SECTIONS 600, 680, and 698:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Subarticle 101.01(b) shall be amended by the addition of the following definitions:

Adjusted Contract Amount. The current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

Original Contract Amount. The total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

Progress Based Pay Items. Contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

Work Performed. The dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- payments for extra work done on a Force Account basis;
- payments that were, or will be based on the progress and quality of the construction;
- payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

SECTION 108 PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(e) Unsatisfactory Progress.

Subarticle 108.04(e) shall be replaced by the following:

(e) Unsatisfactory Progress.

The Department will monitor the Contractor's progress towards completing the work. The Contractor may be disqualified from bidding further work with the Department if the progress towards completing the work is unsatisfactory.

Unsatisfactory progress toward completing the work shall be when the "Percent Time Elapsed" exceeds the "Percent Complete" by more than 25 %. Percent Time Elapsed and Percent Complete are defined as follows:

$$\text{Percent Time Elapsed} = 100 \times \left[\frac{\text{Days Charged}}{\text{CT} + \text{TE}} \right]$$

$$\text{Percent Complete} = 100 \times \left[\frac{\text{WP} + \text{FA}_1}{\text{AC} - \text{PBPI}} \right]$$

Where,

Days Charged = Number of days charged towards the completion of the work.

CT = Original Contract time. (Days)

TE = Number of days of time extension. (Days)

WP = "Work Performed" as defined in Article 101.01. (Dollars)

FA₁ = Payments for Extra Work paid by Force Account. (Dollars)

AC = "Adjusted Contract Amount" as defined in Article 101.01. (Dollars)

PBPI = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

The decimal values derived by the terms "(Days Charged) / (CT + TE)" and "(WP + FA₁) / (AC - PBPI)" shall be rounded to the nearest hundredth.

When the Contractor's progress towards completing the work is unsatisfactory a warning notice of possible disqualification will be sent from the State Construction Engineer to the Contractor by certified mail (return receipt requested). The Contractor will be allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to make the progress satisfactory or submit in writing an acceptable explanation to the State Construction Engineer for why the progress is unsatisfactory. At the end of the ten day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

2. Contracts on a Calendar Day or Date Basis.

Item 108.08(d)2. shall be replaced by the following:

2. Contracts on a Calendar Day or Date Basis.

For projects on a calendar day or date basis, a statement will be furnished the Contractor indicating the number of calendar days remaining in the contract. For contracts that have a calendar completion date, the days assigned for contract time will be the number of calendar days available to the Contractor for performance of the work (from the beginning of contract time charges through the original calendar completion date). A revised completion date will be established for time extensions by adding the approved number of days of extension to the original contract completion date.

108.09 Extension of Contract Time.

Article 108.09 shall be replaced by the following:

108.09 Extension of Contract Time.

(a) Days or Date of Time Extension.

If approved by the Engineer, contract time extensions will be given as additional working days, additional calendar days or a revised calendar completion date in accordance with the type of time that is set in the original contract for the completion of the work. An extended time for completion, once approved, shall be in full force and effect the same as though it were the original time for completion.

(b) Extension of Contract Time due to Extra Work.

The original contract time may be extended due to the addition of extra work if the Engineer determines that the extra work will affect the schedule for the completion of the project. The contract time will be modified when the extra work is made a part of the contract.

(c) Extension of Contract Time due to Contract Overrun.

An extension of contract time will be made by the Engineer to account for the overrun of the required work (unexpected increase in the quantity of work). The time extension will be calculated using the following formula.

$$TE = CT \left[\frac{WP + FA_2 - EW}{OC - PBPI_1} - 1.0 \right]$$

(This formula is only applicable when $WP - EW$ is greater than $OC - PBPI_1$.)

Where,

TE = Number of days of time extension. (Days) (Rounded up to the nearest whole number.)

CT = Original Contract time. (Days)

WP = "Work Performed" as defined in Article 101.01. (Dollars)

FA_2 = Payments for Extra Work paid by Force Account except for Force Account work that has been covered under an approved Time Extension. (Dollars)

EW = Total Amount of Extra Work paid by Supplemental Agreement, regardless of whether or not a time extension is approved as part of the agreement. (Dollars)

OC = Original Contract Amount. (Dollars)

$PBPI_1$ = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

For contracts that have a calendar completion date, there will be no automatic extension of contract time based on contract overrun. Extensions of contract time for calendar date projects must be based on either extra work or an approved Contractor request for additional time.

(d) Contractor's Request for an Extension of Contract Time.

If the Contractor anticipates that the work cannot be completed within the contract time (which includes approved time extensions) the Engineer may consider the Contractor's request for an extension of contract time. The request must be submitted in writing to the Engineer. The request shall include the specific dates and amount of time requested by the Contractor and a full description of the circumstances that were beyond the control of the Contractor and could not have been anticipated by the Contractor that caused the delay in the overall completion of the work. The controlling work items for each day and the factors that affected progress on these items shall also be provided. An assertion that the contract time is inadequate for the completion of the work will not be considered an acceptable reason for a time extension.

The Contractor shall submit the request for an extension of contract time to the Engineer for evaluation. The Engineer will evaluate the request and then send a recommendation for approval, disapproval or partial approval to the Construction Engineer for further evaluation.

The State Construction Engineer or Region Engineer may approve a time extension if the work was delayed because of conditions beyond the control of the Contractor and could not have been anticipated by the Contractor.

The Transportation Director will make a final determination of the amount of the time extension if the Contractor disagrees with the time extension designated by the State Construction Engineer or Region Engineer. The Contractor may submit the disputed request for a time extension

directly, in writing, to the Transportation Director. The Transportation Director will be the final authority in evaluating the disputed request for the time extension. The Transportation Director may send the request to the Claims Committee for a recommendation before making the final decision. Time extension requests will not be referred to the Claims Appeal Board. Information concerning the Claims Committee and Claims Appeal Board is given in Section 110.

SECTION 600 MOBILIZATION

600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

600.02 Materials.

Not applicable.

600.03 Construction Details.

Not applicable.

600.04 Method of Measurement.

(a) Partial Payment.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

Partial Payments for mobilization are based on the Percent Complete and the total adjusted contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount, Except the Final Payment)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

(b) When No Separate Payment Is Shown in the Proposal.

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

600.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

(b) Partial Payment.

Partial payments may be made in accordance with schedule noted in Article 600.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14.

(c) Payment will be made under Item No.:

600-A Mobilization - per lump sum

direction of, or with the approval of, the Engineer. The officers shall be employed by and paid by the Contractor.

745.02 Qualifications and Training.

Officers furnished under this Section shall be employees of the law enforcement agency having jurisdiction over the location where they are performing the duties covered by this Section. Officers shall have arrest powers for the location in which they are working and shall wear their complete police uniform while working. Officers shall abide by the Department's GFO 1-5 regarding personal protective equipment.

Officers shall use a publicly owned marked vehicle. The vehicle shall have adequate front and rear lighting with emergency lighting that is visible for at least 500 feet.

Officers shall be trained in accordance with the requirements given in 23 CFR 630 Subpart J. Any course meeting the requirements of 23 CFR 630 Subpart J will be acceptable. A DVD copy of one such course, "Alabama Law Enforcement Agency Construction Zone Safety Training", may be obtained by contacting the Project Manager. Other courses may also be available through the ATSSA (American Traffic Safety Services Association).

Officers shall certify in writing prior to the officer beginning work that they have completed the training. The certification shall read as follows: "I do hereby certify that I have completed training appropriate to the job decisions I am required to make in accordance with the requirements given in 23 CFR 630 Subpart J.". This wording shall be followed by the officer's signature. The Contractor shall provide a copy of this certification to the Project Manager prior to the officer beginning work.

745.03 Duties.

The duties of police officers under this Section shall consist of assisting in the directing of public traffic through construction work zones and the enforcement of traffic laws. This shall be done at such locations and for such periods as deemed necessary and appropriate by the Engineer for the control and protection of vehicular and pedestrian traffic in accordance with the MUTCD.

745.04 Method of Measurement.

The item of Uniformed Police Officer measured for payment will be the number of hours this item was ordered and acceptably performed. The number of hours measured for payment will be the total number of hours for each officer performing work under this item.

745.05 Basis of Payment.

(a) Unit Price Coverage.

The number of hours this item of work was ordered and acceptably performed, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for furnishing all personnel, materials, labor, equipment, tools and incidentals necessary to complete this item of work.

Payment will not be made for an officer for whom the Contractor has not submitted the signed statement certifying that the officer has completed the required training.

(b) Payment will be made under Item No.:

745-A Uniformed Police Officer - per hour

SECTION 750 ROADWAY LIGHTING

750.01 Description.

This work shall consist of furnishing and installing roadway lighting systems, or the modification of roadway lighting.

The structural requirements (design and materials) for roadway lighting are addressed in Section 718.

750.02 Materials.

Materials shall meet the requirements given in Section 889.

Prior to purchasing materials, and within 30 days after the issuance of the "Notice to Proceed", the Contractor shall submit seven copies of a complete descriptive list of all materials (wiring, conduits, boxes, mounting hardware, power control devices, luminaires, luminaire poles, etc.) to the Engineer for

SECTION 891

STRUCTURAL MATERIALS FOR TRAFFIC CONTROL DEVICES AND HIGHWAY LIGHTING

891.01 General.

All materials used in the fabrication of overhead roadway sign, traffic signal, luminaire and traffic surveillance structural supports shall meet the requirements of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 2009 Edition* (hereinafter referred to as the AASHTO Sign Specifications). AASHTO material specifications shall govern in lieu of ASTM material specifications when an AASHTO equivalent specification exists for all references within any referenced specification.

891.02 Steel.

(a) General.

All grades of steel listed in the AASHTO *Standard Specifications for Highway Bridges* are applicable for welded structural supports for overhead roadway signs, luminaries, traffic signals and traffic surveillance and shall have a specified yield strength not less than 35 ksi {241 MPa}, unless otherwise specified on the contract plans, or within this Section. The specifications for steels other than ASTM and AASHTO shall be submitted to the Bridge Engineer for approval, prior to design. The contractor shall supply the Bridge Engineer with a copy of the steel specification corresponding to the steel that is being used if the steel is not covered by ASTM or AASHTO specifications.

(b) Fabrication.

Within 30 days after the award of the contract, the Contractor shall notify the Bridge Engineer in writing of the name and address of the fabricator of the structural steel. The notification shall include the fabricator's proposed fabrication schedule. Evidence of the fabricator's qualifications and experience shall be furnished if requested by the Bridge Engineer.

No material shall be fabricated before the Department has been notified where the fabrication order has been placed and the shop drawings have been reviewed and approved for distribution. The Fabricator is responsible for notifying the Bridge Engineer of any fabrication work to be done outside of their facility, the name and address of the outside fabricator, and the proposed fabrication schedule.

The Fabricator of the structures shall give the Bridge Engineer at least 30 days notice by submittal of a BBF-11 Form (Notice of Intent to Begin Fabrication) prior to the beginning of fabrication to allow time for arrangements to be made for an ALDOT inspector to be present during fabrication.

All steel structures shall be fabricated in a plant certified by the American Institute for Steel Construction for "Standard for Bridge and Highway Metal Component Manufactures (CPT)".

Welding of steel members shall be in accordance with the AWS D1.1/D1.1M: 2015 Structural Welding Code—Steel 23rd Edition (hereinafter referred to as the AWS Structural Welding Code). Welders shall be certified in accordance with the AWS Structural Welding Code. All welds shall be visually inspected and be free of cracking and undercutting. High Mast lighting assembly pole to base plate welds shall be magnetic particle or ultrasonically tested. Circumferential butt welds shall not be allowed on overhead roadway sign structure uprights. All circumferential welds on steel poles shall be tested by ultrasonic for wall thickness of 5/16 inch {8 mm} or greater, or radiographic testing for wall thickness less than of 5/16 inch {8 mm}. All requirements of Section 1.4.2 of the AASHTO Sign Specifications shall be observed when welding and testing the poles. The longitudinal weld on the female section of lap splices shall be either one hundred percent full penetration, with quality assurance by ultrasonic inspection per the AWS Structural Welding Code, or shall be reinforced externally to ensure the development the full yield stress of the pole.

The handling and storing of materials, during and after fabrication, shall be done in such a manner that the metal or galvanized finish is not damaged. Material that is damaged may be rejected. Material shall be stored off the ground and properly drained. Loose members and fasteners shall be stored in boxes, crates, kegs or barrels.

Support structures shall be free from sharp edges and irregularities, and any misfits or structural deficiencies. All members must fit together well and make for an easy and quick erection. All components shall be protected from damage during fabrication, handling and transportation to the site. Unless approved by the Engineer, none of the components shall be delivered to the site until such time as the entire structure (less sign faces) can be erected.

(c) Overhead Roadway Sign Structures.

Material for overhead roadway steel sign structures shall be structural carbon steel or structural low alloy steel meeting the requirements of the AASHTO *Specifications for Highway Bridges*, latest edition. Steel pipe shall be in accordance with ASTM A 53, Grade B, Schedule 40 or stronger. Nuts, bolts, and washers used in structural joints shall be in accordance with ASTM A 325 and shall be installed in accordance with Item 508.03(d)6. Nuts and bolts used in non-structural joints shall be in accordance with ASTM A 307. Washers used in non-structural joints shall comply with the requirements of ASTM F 844.

All components of the structure assembly shall be galvanized with zinc after fabrication in accordance with AASHTO M 111 and ASTM B695 Class 50, for fasteners. Hollow sections shall be galvanized on both exterior and interior surfaces. Closed hollow sections shall have appropriate sized galvanizing vent holes at each end of a member. Damage to galvanization or any bare areas developed before or during erection shall be painted with two coats of approved galvanizing coating in accordance with Article 855.15.

A uniform camber, in accordance with Section 9 of the AASHTO Sign Specification, shall be provided for all horizontal members of the sign structure. The minimum camber shall be equal to the dead load deflection + $L/1000$ (L in inches {millimeters}). The maximum permissible camber shall be $L/240$ (L in inches {millimeters}).

1. Facilities for Inspection.

The Contractor/Fabricator shall provide ALDOT with adequate, suitable office facilities and equipment when required for the inspection of materials and workmanship in the fabrication plant. This office shall be conveniently located near the fabrication plant or work site, shall be private and not shared with any other agency and shall be equipped so that it may be locked. It shall be climate controlled, water tight and include necessary office furnishings such as desk/table, chairs and file cabinet. (Telephone is optional).

2. Quality Control and Non-Destructive Testing.

A current written copy of the fabricator's quality control manual, along with a listing of qualifications of personnel qualified to perform inspections and/or non-destructive testing shall be submitted prior to any fabrication work. All nondestructive testing personnel shall meet the requirements set forth in ASNT Standard for Qualification and Certification of Nondestructive Testing Personnel (ANSI/ASNT CP-105-2011). Additionally, current copies of ASNT NDT Level III eye examinations are required.

No materials or members will be accepted by the Bridge Engineer's representative, or partial payments made, until the Department's BBF-1 form, the supporting mill test reports and galvanization certificates for the materials have been furnished and approved by the Department. This information shall be submitted for approval. The BBF-1 form shall be signed by a company official and notarized.

The contractor shall furnish certified copies of mill test reports covering steel materials. These reports shall include chemical determinations and physical characteristics.

The fabrication shop shall have and maintain a master tape, calibrated by the National Institute of Science and Technology. All tapes shall be calibrated with the master tape before being used on the project. Any master tape found damaged or with a certification over two years old shall be replaced or recalibrated.

A Certified Welding Inspector (CWI) shall be present on all shifts where welding is ongoing.

3. Handling, Transportation and Storage of Materials

The handling and storing of materials, during and after fabrication, shall be done in such a manner that the metal or galvanized finish is not damaged. Damaged material may be a cause for rejection. Material shall be stored off the ground and properly drained. Loose members and fasteners shall be stored in boxes, crates, kegs or barrels and kept dry.

4. Workmanship, Finish and Detailing.

All work shall be performed in a neat workmanlike manner.

A buffer and/or shield shall be utilized during fitting operations to protect base metals from damage caused by fitting tools or devices. Any damage incurred may be cause for rejection of the material.

Heat straightening or hot bending is allowable provided the metal is not heated above 1100 °F {590 °C}. The maximum heat applied shall be controlled by the use of heat crayons or other approved means. After straightening or bending, the metal shall not be artificially cooled until the temperature of the metal reaches 600 °F {315 °C} or less. Water or spray misting shall not be used as

a means of artificial cooling. Heat cambering will only be permitted when making minor adjustments to the actual camber in a member.

Steel may be thermal cut, provided a smooth surface is secured by the use of a mechanical guide. Thermal cutting by hand shall be done only when approved. The surface shall be smoothed by planing, chipping or grinding. Other methods of cutting steel may be considered for use.

Sheared edges of plates more than 5/8 inch {16 mm} in thickness shall be planed to a depth of 1/4 inch {6 mm}. Plates 5/8 inch {16 mm} in thickness, or less, shall be ground to remove sharp corners and edges.

Vent holes, if required, shall be cylindrical, without ragged or torn edges or corners. If vent holes are installed with a thermal cutting process, they shall be reamed.

5. Accuracy of Reamed or Drilled Holes.

Reamed or drilled holes shall be cylindrical and perpendicular to the member.

Holes may be punched with a full-size die provided the thickness of the material is not greater than the nominal diameter of the fasteners being used nor greater than 3/4 inch {20 mm} for carbon steel, 5/8 inch {16 mm} for high strength steel, nor 1/2 inch {12 mm} for quenched and tempered alloy steel. Holes shall be clean cut and free of torn or ragged edges. Plug welding of any holes that are too large or slightly off location is prohibited. Completed holes shall be 1/16 inch {1.6 mm} larger than the nominal diameter of the fastener being used.

All holes may be oversized or slotted by 1/32 inch {0.8 mm}, maximum. In any connection, no more than ten percent of all holes may be oversized or slotted 1/16 inch {1.6 mm}.

Edge distances of fasteners shall be as shown below.

The minimum distance from the center of any fastener to a sheared or flame cut edge shall be: 1" Fastener: 1-3/4" {45 mm}; 7/8" Fastener: 1-1/2" {38 mm}; 3/4" Fastener: 1-1/4" {32 mm}; 5/8" Fastener: 1-1/8" {29 mm}.

The minimum distance from the center of any fastener to a rolled or planed edge, except in flanges of beams and channels, shall be: 1" Fastener: 1-1/2" {38 mm}; 7/8" Fastener: 1-1/4" {32 mm}; 3/4" Fastener: 1-1/8" {29 mm}; 5/8" Fastener: 1" {25 mm}.

In the flanges of beams and channels the minimum distance from the center of the fastener to a edge shall be: 1" Fastener: 1-1/4" {32 mm}; 7/8" Fastener: 1-1/8" {29 mm}; 3/4" Fastener: 1" {25 mm}; 5/8" Fastener: 7/8" {22 mm}.

The distance between the edges of adjacent holes that are enlarged or slotted shall not be less than three times the diameter of the fastener minus the nominal diameter of the hole. The edge distance shall not be less than that given for Minimum Edge Distance minus one half the nominal diameter of the hole.

6. Welding.

a. All welding shall be inspected for defects in accordance with the requirements stated herein. Any worker, welder or weld inspector who, in the opinion of the Engineer, produces inferior work, may, under the provision of Article 108.06, be disqualified from performing ALDOT work.

b. All shop welding shall be performed under cover of a permanent structure and/or building capable of protecting the material and welding operation from inclement weather.

c. Intersecting welds, unless shown on the plans or approved shop drawings, are prohibited.

d. Tack welds, not incorporated in the final weld, shall not be used. Cracked tack welds shall be removed and the area of base material examined by MT or PT.

e. Complete penetration, circumferential welded splices, in any component of an upright member is prohibited within overhead sign structures.

f. Undercut is limited to 1/32" {0.8 mm} on secondary members and to 0.01" {0.25 mm} on main members.

g. Excessive arc strikes and/or gouges will be assessed by the ALDOT representative to determine if repairs are required or if the material should be rejected.

h. Carbon arc or thermal cut boundaries and back gouged surfaces for groove welds shall be ground to a smooth, bright surface, before welding.

i. Drying and storage ovens shall be electric and of sufficient size to accommodate a one day supply of electrodes. Drying ovens shall be equipped with a recording thermometer. Storage ovens shall have a visible thermometer.

j. Each welding machine shall have its approved welding procedure posted in a conspicuous area on or near the machine

k. The Contractor shall furnish a written welding procedure specification (WPS) for each process and joint to be used in shop welding. The WPS number shall appear in the tail of the weld symbol on the shop drawings.

l. All shop welds shall be temporarily marked in such a manner that allows identification of the welder.

m. A complete list of qualified welders and copies of the qualification records shall be provided by the fabricator. Welders that do not have satisfactory pre-qualification, may be required to qualify in the presence of an ALDOT representative or a third party Certified Welding Inspector (C.W.I.).

(d) Steel Poles for Traffic Signal, Luminaire and Traffic Surveillance Support Structures.

The shafts shall be fabricated from basic oxygen or open hearth sheet steel, of a single ply, and having only one longitudinal seam weld. Circumferential welded splices may be used, provided none of the spliced pieces, except for the top piece, are less than ten feet in length. All circumferential welds shall be ground flush with the material surfaces. In lieu of circumferential welds, a two piece section, slip joint shaft pole (for poles without horizontal welds) will be permitted when the plans or approved shop drawings require poles longer than the manufactured length capability.

Steel poles shall be anchored with a one piece cast steel anchor base or a welded steel plate anchor base that is of sufficient strength to develop the yield strength of the pole. When the anchor base is attached to the shaft it shall develop the full strength of the shaft section to resist bending action. The base shall be provided with four slotted holes for attachment to the foundation with four anchor bolts. The complete pole assembly shall be hot-dipped galvanized after fabrication in accordance with AASHTO M 111. Each assembly must be completely coated in a single dip. All miscellaneous hardware shall be galvanized per AASHTO M 232. Mill certifications shall be supplied.

891.03 Glass Fiber Reinforced Polymers (GFRP).

GFRP poles shall be heavy duty class, conforming to the American National Standard for Roadway Lighting-Fiber-Reinforced Plastic (FRP) Lighting Pole (ANSI C136.20 - latest edition). GFRP poles shall be manufactured by using a thermosetting polyester resin containing a minimum of 65% fiberglass by weight. The resin shall be ultraviolet resistant and pigmented the same color as the final coating to be applied. The resin shall not contain clay fillers. The pole color shall be uniform throughout the entire wall thickness of the pole. The finish of the pole shall be smooth. A 1-1/2 mil dry film thickness of weather resistant polyurethane shall be coated to the surface of the pole for additional ultra-violet protection.

Direct burial poles shall have a 4 inch by 6 inch {102 mm by 153 mm} hand hole with a non-aluminum cover provided at 18 inches {458 mm} above the ground line. The conductor entrance shall be two each 2 inch by 6 inch {51 mm by 51 mm} entrance holes located 2 feet {610 mm} below the ground line and one hundred and eighty degrees apart.

The poles shall be delivered pre-drilled to accommodate luminaires and lowering devices. Pole top tenons shall be permanently bonded to the shaft and shall be aluminum or hot dipped galvanized steel.

891.04 Aluminum.

Aluminum material shall meet the requirements of the AASHTO Sign Specifications, Section 5.

Welding shall be in accordance with the provisions of Section 5 of the AASHTO Sign Specifications.

The shaft of aluminum poles shall be one piece seamless round tapered tube full length heat-treated after welding on the base flange to produce the T6 temper. The base shall be one-piece cast aluminum. All nuts, bolts and washers used shall be stainless steel Grade 18-8 or stronger, and shall meet the requirements of ASTM F 593. Each pole will have an internal grounding lug. A pole vibration damper shall be provided.

The contractor shall furnish copies of certified mill test reports attesting to the fact that the aluminum material submitted for approval meets the contract requirements. These reports shall include chemical determinations and physical characteristics.

891.05 Prestressed Concrete Poles.

Concrete, reinforcing steel and prestressing steel for prestressed concrete poles shall meet the requirements given in Section 513. The concrete shall have a minimum 28 day compressive strength of 5000 psi {35 MPa} or as shown on the plans.

The prestressed concrete pole manufacturing plant shall follow the applicable requirements in ALDOT-367, Section 2, except that plant certification by the Precast/Prestressed Concrete Institute Plant Certification Program will not be required.

Within 30 days after the award of the contract, the Contractor shall notify the Materials and Tests Engineer in writing of the name and address of the fabricator of the poles.

Fabrication will not be allowed to begin until two weeks after the Materials and Tests Engineer has all of the approved details and submittals that are required for a representative of the Department to adequately inspect the fabrication of the poles. The Contractor shall arrange for a representative of the Department to conduct an inspection of the plant facilities and review the plant's Quality Control/Quality Assurance manual during this two week time period.

891.06 Breakaway Supports.

A Federal Highway Administration approved breakaway support shall be installed on each luminaire assembly when indicated on the plans. The pole shall meet the 1985 AASHTO breakaway requirements and FHWA certification of testing must be submitted. The Contractor shall assure the compatibility of the pole base, breakaway support and foundation.

Transformer bases shall be used only as a replacement of a like item on an existing installation unless specifically shown otherwise on the plans.

891.07 Mast Arms.

Mast arms shall be fabricated from steel tubes (except for aluminum poles, which shall have aluminum mast arms) to the lengths specified on the plans and approved shop drawings. Mast arm shafts shall be of one continuous piece without intermediate splices or couplings, provided with rain-tight connections to the shaft of the pole and designed to rotate three hundred and sixty degrees in the horizontal plane.

A two piece section, slip joint shaft mast arm will be permitted when plans or proposal require mast arms longer than the manufacturer's length capability.

All hardware, except split pole clamps, shall be stainless steel or anodized aluminum. The end of the arm shall be furnished with the type of fitting required by the plans.

All connecting joints for attachments for mast arms, shaft extensions and luminaire arms shall be of the design indicated by plan details or approved by the Engineer and shall develop full strength of the joint.

891.08 Anchor Bolt Assemblies.

Anchor bolt assemblies (anchor bolts, nuts, and washers) shall be in accordance with AASHTO M 314, Grade 36 or Grade 55, except maximum tensile strength on all grades is waived, and capable of transferring the load safely from the structure base plate to the foundation. The exposed end of the anchor bolts shall be threaded (rolled or cut type) and provided with appropriate nuts, including lock nuts and flat washers. The anchor bolts, nuts, and washers shall be hot-dipped galvanized in accordance with AASHTO M 232, however, galvanization of the bolt below 6 inches {152 mm} from the top of the embedment line will not be required. The nuts shall be lubricated with a lubricant containing a visible dye so that a visual check can be made for proper lubrication prior to installation. Special care shall be taken when storing galvanized bolts with a water soluble lubricant.

Anchor bolts for overhead roadway sign structures and high mast lighting assembly poles only, shall meet the requirements provided in AASHTO T 244 for Charpy V-Notch testing. Notch toughness tests on specimens shall be performed in accordance with Test Frequency P (Piece Testing) of AASHTO T 243 with a minimum average value of 15 ft-lb. at 40 °F {20 J at 4.4 °C} and the notch shall be oriented perpendicular to the longitudinal axes of the anchor bolt. In order to meet the Charpy V-Notch impact requirements, the steel may require heat treatment. The Charpy V-Notch testing equipment shall be calibrated once each year using a National Institute of Standards and Technology check sample. Certification of the annual calibration shall be available to the Department when requested.

891.09 Pedestals.

If specified by the plans, pedestals shall be furnished for steel and aluminum poles according to the overall length (including cap and base) shown on the plans. Pedestal shafts shall be a one piece, continuous taper or parallel wall, circular shaft. Steel shafts shall be of not less than 1/8 inch {3 mm} wall thickness and of a size at the top designed to fit a standard 4 inch {102 mm} slip-fitter attachment. Steel shafts shall have a polished or galvanized finish, which shall be protected during storage and shipment by a suitable protective covering. The covering shall remain on the shaft until installation begins. A one piece base shall be provided which, when attached to the shaft, will develop the full strength of the shaft to resist bending action. The base shall be provided with four slotted holes for attachment to the base of the foundation. The anchor bolts shall be recessed and ornamental covers provided. A handhole with cover, approximately 4 inches by 6 inches {102 mm by 153 mm} in dimension,

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: March 16, 2022

GASP No. 22-GA0011

EFFECTIVE DATE: April 1, 2022

SUBJECT: Oversize/Overweight Vehicle Permit.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105 CONTROL OF WORK

105.12 Oversize/Overweight Vehicle Permit and Load Restrictions.

(a) Oversize/Overweight Vehicle Permit.

Subarticle 105.12(a) shall be replaced with the following.

(a) Oversize/Overweight Vehicle Permit.

An Oversize/Overweight Vehicle Permit may be required for moving oversized and overweight loads. The ALDOT Vehicle Enforcement Office should be contacted for information on obtaining the permit and any special requirements (such as police escorts) for moving these loads. An annual permit for moving specific equipment on a construction project is available for purchase from the ALDOT Vehicle Enforcement Office.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 12, 2022

GASP No. 22-GA0017

EFFECTIVE DATE: February 1, 2023

SUBJECT: Electronic Submittals for Shop Drawings and Working Drawings.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105 CONTROL OF WORK

105.02 Plans and Drawings.

(b) Shop Drawings.

Subarticle 105.02(b) shall be replaced by the following:

(b) Shop Drawings.

1. Preparation of Drawings

When shown as a contract requirement, the Contractor shall prepare and submit shop drawings for approval. Shop drawings shall be the proposed fabrication details for structural members and components.

Shop drawings for structural steel members and components shall be prepared on 22 inch x 34 inch size plan sheets. Shop drawings for structural members other than structural steel shall be prepared on 22 inch x 34 inch size plan sheets or on 11 inch x 17 inch sheets.

The Contractor shall carefully verify and shall become fully responsible for the correctness of all dimensions other than the principal controlling dimensions shown on the plans. The Contractor shall immediately advise the Engineer of any errors or discrepancies that are found during the preparation of the drawings.

All drawings shall be clear and complete. The signature of the preparer shall be shown on all drawings.

2. Submittal and Review

Shop drawings shall be submitted by the Contractor by either e-mail or physical copy. Shop drawings for structural members and components for bridge structures shall be submitted to the State Bridge Engineer for review and approval. A transmittal letter, in PDF format for e-mail, shall accompany each submittal detailing the content submitted. At a minimum, the transmittal letter shall indicate the Contractor's contact information including a valid e-mail address (when applicable), the ALDOT project number, county or counties, project description, name and address of the preparer of the shop drawings and details of the shop drawings provided in the submittal. Incomplete transmittals may cause rejection of the entire submittal.

Ten business days shall be allowed for each review of each set of drawings containing five sheets or less and two business days shall be allowed for each sheet of each set of drawings containing more than five sheets. If the review is not completed within the number of days allowed, and the delay is not the fault of the Contractor,

the delay will be considered for an extension of contract time.

a. E-Mail Submittals

Shop drawings shall be submitted to the State Bridge Engineer at BridgeShopDwgs@dot.state.al.us. For each e-mail submittal, the subject line shall include the project number, county or counties and type of submittal (e.g., structural steel shop drawings, prestressed girder shop drawings, etc.). A complete PDF copy shall be submitted for review. If necessary, a PDF copy of the drawings with comments noted in red will be e-mailed to the Contractor. After needed corrections are made, an updated copy of the shop drawings shall be submitted by the Contractor to the State Bridge Engineer for verification and noting further comments if necessary. This cycle will be repeated until no further comments are noted.

b. Physical Copy Submittals.

Two paper copies of the shop drawings shall be submitted for review. If necessary, one copy of the drawings will be returned to the Contractor with comments noted in red. After needed corrections are made, two copies of the updated drawings shall be submitted to the State Bridge Engineer for verification and noting further comments if necessary. This cycle will be repeated until no comments are noted.

3. Approval of Drawings

a. E-Mail Submittals.

When the drawings have no further comments, the State Bridge Engineer will electronically stamp the drawings "Approved" along with the current date. The State Bridge Engineer will e-mail a copy of the approved drawings to the Contractor.

b. Physical Copy Submittals.

When the drawings have no further comments, the State Bridge Engineer will physically stamp the drawings "Approved" along with the current date. The State Bridge Engineer will return by mail one complete copy to the Contractor.

4. Revisions after Approval

a. Electronic Mail Submittals.

All revisions to the previously approved shop drawings shall be flagged. A summary of revisions shall be included on the affected sheet(s) and dated. The revised drawings shall be emailed to the State Bridge Engineer for review and approval and will be subject to the review cycles as noted in item 2A above. For each e-mail submittal, the subject line shall include the project number, county or counties and type of submittal (e.g., structural steel shop drawings, prestressed girder shop drawings, etc.). When the revised drawings have no further comments, the State Bridge Engineer will electronically stamp the revised drawings "Approved, Revised" along with the revision number and current date. The revised drawings will be e-mailed to the Contractor.

b. Physical Copy Submittals.

All revisions to the previously approved shop drawings shall be flagged. A summary of revisions shall be included on the affected sheet(s) and dated. Two paper copies of the revised shop drawings shall be submitted to the State Bridge Engineer for review and approval and will be subject to the review cycles noted in item 2B above. When the drawings have no further comments, the State Bridge Engineer will physically stamp the revised drawings "Approved, Revised" along with the revision number current date. The revised drawings will be

returned by mail to the Contractor.

5. Responsibility

The approval of drawings will not release the Contractor from being solely and fully responsible for the content and accuracy of the drawings. Extra work that may result from omissions and errors in the shop drawings shall be done without additional compensation.

6. Beginning Fabrication upon Approval

Fabrication shall not begin until the drawings have been approved. There will be no compensation for, or acceptance of structural members and components that are fabricated prior to approval of the drawings.

(c) Working Drawings.

Subarticle 105.02(c) shall be replaced by the following:

(c) Working Drawings.

1. Preparation of Drawings.

The Contractor shall prepare and submit working drawings to supplement the plans. Working drawings shall be prepared to provide a complete illustration of the construction methods and materials proposed for use by the Contractor. Design calculations shall be submitted with the drawings. The signature, seal, and date of signature shall be placed on all details and design calculations by a Professional Engineer that is licensed in the State of Alabama and not employed by the ALDOT.

Working drawings and design calculations shall be submitted for:

1. Cofferdams, sheeting and shoring near a railroad track;
2. Cofferdams where "cofferdam and pumping" is required;
3. Structural steel girder erection plans for continuous span bridges;
4. Temporary bracing to provide stability for bridge girders;
5. Stay-in-place bridge deck forms;
6. Falsework for bridge deck overhangs (portion of deck outside of exterior girders);
7. Falsework for bridge bent caps;
8. Proposed temporary bridges;
9. Temporary steel sheet pile walls;
10. Falsework for the support of the top slab of cast in place concrete culverts;
11. Proposed placement of cranes on bridges;
12. Construction loads on bridges.

Working drawings and design calculations shall be submitted for any other construction process where noted on the plans or shown to be required in these specifications.

The Contractor shall be fully responsible for all of the costs of unacceptable construction work whether or not working drawings and design calculations are submitted for the construction procedures and temporary materials that affect the quality of construction.

2. Submittal.

Working drawings shall be submitted by the Contractor by either e-mail or physical copy to the State Construction Engineer for review and approval. A transmittal letter shall accompany each submittal detailing the content submitted. At a minimum, the transmittal letter shall indicate the Contractor's contact

information including a valid e-mail address, the ALDOT project number, county or counties, project description, name and address of the preparer of the working drawings and details of the working drawings provided in the submittal. Incomplete transmittals may cause rejection of the entire submittal. The drawings and calculations shall be submitted well in advance of the point in time when the work will be performed.

Working drawings for work on or over the railroad right-of-way must have the approval of the railroad company before the work will be allowed to begin. The Contractor shall make the submittal far enough in advance of the need for the work to begin so that the railroad company will have ample time to review the drawings and design calculations.

a. E-Mail submittals.

Working drawings and calculations shall be submitted to the State Construction Engineer at ConstructionWorkDwgs@dot.state.al.us. For each e-mail submittal, the subject line shall include the project number, county or counties and type of submittal (e.g., Falsework for Bridge Deck Overhangs, Stay-in-Place Bridge Deck Forms, etc.). A complete PDF copy shall be submitted for review. If necessary, a PDF copy of the drawings with comments noted in red will be e-mailed to the Contractor. After needed corrections are made, an updated copy of the working drawings shall be submitted by the Contractor to the State Construction Engineer for verification and noting further comments if necessary. This cycle will be repeated until no further comments are noted.

b. Physical Copy submittals.

Two paper copies of the working drawings and calculations shall be submitted to the State Construction Engineer for review. If necessary, a copy of the drawings and calculations will be returned to the Contractor with comments noted in red. After needed corrections are made, two copies of the updated drawings and calculations shall be submitted to the State Construction Engineer for verification and noting further comments if necessary. This cycle will be repeated until no comments are noted.

Working drawings and design calculations that have been submitted and distributed to ALDOT construction personnel by the State Construction Engineer may be resubmitted for another project provided all requirements are identical in nature to the previous project. The resubmittal of working drawings and calculations shall be signed, sealed and dated again by the Professional Engineer that originally sealed the drawings. The Professional Engineer shall clearly indicate on the drawings and calculations that the resubmittal is applicable to the new work.

3. Distribution.

The drawings and design calculations will be checked for completeness. The drawings will be distributed to ALDOT construction personnel for inspection of the work. If submitted through electronic mail, the Approval for distribution will be given to the Contractor through electronic PDF by the Engineer, indicated by an electronic stamp. If submitted through physical copies, the Approval for distribution will be given to the Contractor through paper copies by the Engineer, indicated by a physical stamp. The distribution of the drawings will not release the Contractor and the Professional Engineer from being solely and fully responsible for the

accuracy and adequacy of the drawings. Extra work that may result from errors in the working drawings and design calculations shall be done without additional compensation.

4. Beginning Work shown on Working Drawings.

Construction shall not be performed on any item of work for which Working Drawings are required until the Engineer receives the drawings for inspection of the work. There will be no compensation for work that is performed prior to the point in time that ALDOT personnel have the drawings for use in inspecting the construction work.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 26, 2022

GASP No. 22-GA0027

EFFECTIVE DATE: May 1, 2023

SUBJECT: Cement.

Alabama Standard Specifications, 2022 Edition, SECTION 815 shall be replaced with the following:

SECTION 815 CEMENT

815.01 Portland Cement.

(a) Type I Portland Cement.

Type I Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(b) Type II Portland Cement.

Type II Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(c) Type III Portland Cement (High Early Strength).

Type III Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(d) Type IS Portland Cement.

Type IS Portland blast furnace slag cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(e) Type IL Portland Cement.

Type IL Portland limestone cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(f) Type IP Portland Cement.

Type IP Portland pozzolan cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

815.02 Blank

815.03 Blank

815.04 Blank

815.05 Blank

815.06 Masonry Cement.

Masonry cement shall meet the requirements of ASTM C 91.

815.07 Chemical Properties.

The Specifications for all cements as covered by Articles 815.01 to 815.06, inclusive, are amended to the effect that the total alkali content of any cement used, calculated as the percentage of sodium oxide (Na_2O) plus the product of 0.658 times the percentage of potassium oxide (K_2O), shall not exceed 0.60 percent.

In addition to the above, for Type II cement covered by Article 815.02, the standard chemical requirement shown in Table 1 of AASHTO M 85 for Tricalcium Silicate (C_3S) is hereby waived.

815.08 Testing of Cement.

All cement furnished for use shall be tested before use or be from an approved producer meeting the requirements of ALDOT-227, Quality Control of Portland and Blended Hydraulic Cements, and listed on List I-2, PRODUCERS OF PORTLAND AND BLENDED CEMENT, of the Department's "Materials, Sources, and Devices With Special Acceptance Requirements" Manual. Refer to Subarticle 106.01(f) and ALDOT-355 concerning this list.

815.09 Flash Set and False Set.

Flash set and false set, as determined by ASTM C 451, shall be cause for rejection of the cement.

815.10 Unusual Appearance.

Unusual appearance as to color, etc. shall be sufficient grounds for rejection of the cement.

815.11 Use, Care, and Handling.

(a) Use.

1. Bulk cement will be permitted provided the bulk cement is handled as follows:

a. Portland cement shall be measured by weight {mass}, considering that one bag of cement is equivalent to 94 pounds {42 kg} net of cement.

b. Handling equipment and the equipment used for weight {mass} determination shall be inspected by the Engineer prior to use. Cement shall be fully protected from contamination or damage during handling.

c. Bulk cement shall be batched by weight {mass}, and scales may be of either the beam or springless dial type and shall be the product of a reputable manufacturer. Scales shall be accurate to within a tolerance of 5 pounds per 1000 pounds {2 kg per 455 kg} net load in the hopper. The value of the minimum gradation of any scale shall not be greater than 0.1 percent of the scale capacity.

d. Provisions shall be made to indicate to the operator that the required load in the hopper or container is being approached, such as a springless dial indicator or tare beam. Such device shall indicate at least the last 50 pounds {22 kg} of load.

e. After the required weight {mass} of the cement is batched, it shall be protected from loss in handling or in transit.

2. Only cement of the same "Type" shall be used in the construction of any structure or unit (substructure or superstructure) except as permitted in writing. All cement in any container having lumps of cement or caked cement, or cement which for any reason has become damaged or partially set, shall be rejected. Cement salvaged from discarded or used bags shall not be used. Cement shall not be used while its temperature is more than 150 °F {65 °C}.

3. The Contractor shall keep accurate records of the deliveries of cement and its use in the work including that from ready-mix plants. Copies of these records shall be furnished the Engineer at the close of each day's work or 8 hour run, in such form as he may require, showing the quantity used during the day or run at each part of the work.

(b) Care and Handling.

1. The Contractor shall provide suitable means for storing and protecting the cement against dampness. Cement not for immediate use shall be stored in suitable weather proof buildings. Buildings shall be placed in approved locations. Provisions for storage shall be ample and the shipment of cement as received shall be separately stored in such a manner as to provide easy access for identification and inspection of each shipment. On small structures, storage in the open may be permitted by authorization, in which case a raised platform and ample waterproof covering shall be provided. Stored cement shall meet the test requirements at any time after storage when a retest is ordered.

2. Cement of different types, even if tested and approved, shall be stored separately and shall not be mixed.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: January 5, 2023

GASP No. 22-GA0028

EFFECTIVE DATE: January 18, 2023

SUBJECT: Build America, Buy America Act.

Alabama Standard Specifications, 2022 Edition, SECTION 106 shall be amended as follows:

SECTION 106 CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements.

(a) General.

1. Federal Participating Projects.

Item 106.01(a)1 shall be replaced by the following:

1. Federal Participating Projects.

a. Steel and Iron Products (Buy America).

Steel/iron materials from the initial melting and mixing of these materials and all manufacturing processes including the stage of applying a coating to these materials (epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the coated material) that are permanently incorporated into the completed project shall be produced domestically (in the United States, its territories, or possessions). If any part of the project (defined by and including the NEPA document) is funded by Federal-aid, then the entire project must meet the Buy America provisions, including utility relocation reimbursements for Federal-aid funds authorized after October 1, 2012.

If the dollar amount of the foreign source steel/iron is less than \$2,500 or 0.1% of the contract amount, whichever is greater, the foreign source steel/iron can be used in the project.

The Contractor shall provide certification that the steel/iron is domestically produced.

b. Build America, Buy America Act.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

The Contractor assumes the risk of including any foreign materials that are not exempt, including iron or steel, in the Contractor's bid.

The Contractor has the obligation to remove and replace non-BABA complaint material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-BABA complaint material.

The Contractor shall provide certification that the construction materials defined under BABA are domestically produced. After work is completed on the project, the Contractor must submit a certification to the Engineer with the following information:

"I hereby certify that all construction materials furnished to the Alabama Department of Transportation for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

The Contractor may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Contractor's supporting documentation to verify compliance with the Buy America provisions at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.

The Contractor shall not anticipate that any BABA preference provisions will be waived.

c. Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor are prohibited from being incorporated in the work unless such materials have been:

- Produced by convicts who are on parole, supervised release, or probation from a prison or
- Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

d. Cargo Preference Act.

Materials or equipment that are acquired solely for a Federal-aid project must comply with the requirements of 46 CFR 381. Clauses 46 CFR 381.7(a)-(b) are hereby incorporated into these Specifications by reference.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 29, 2023

GASP No. 22-GA0036

EFFECTIVE DATE: September 5, 2023.

SUBJECT: Contractor's Advertisement of Completion.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105 CONTROL OF WORK

105.15 Acceptance.

(c) Final Acceptance.

5. Contractor's Advertisement of Completion.

Item 105.15(c)5 shall be replaced by the following:

5. Contractor's Advertisement of Completion.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by publishing the notice for a minimum of three successive weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- c. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Proof of publication of said notice shall be made by the Contractor to the Director, by affidavit of the publisher.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 5, 2022

GASP No. 22-LD0001

EFFECTIVE DATE: January 1, 2023

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108 PROSECUTION AND PROGRESS

108.11 Schedule of Liquidated Damages.

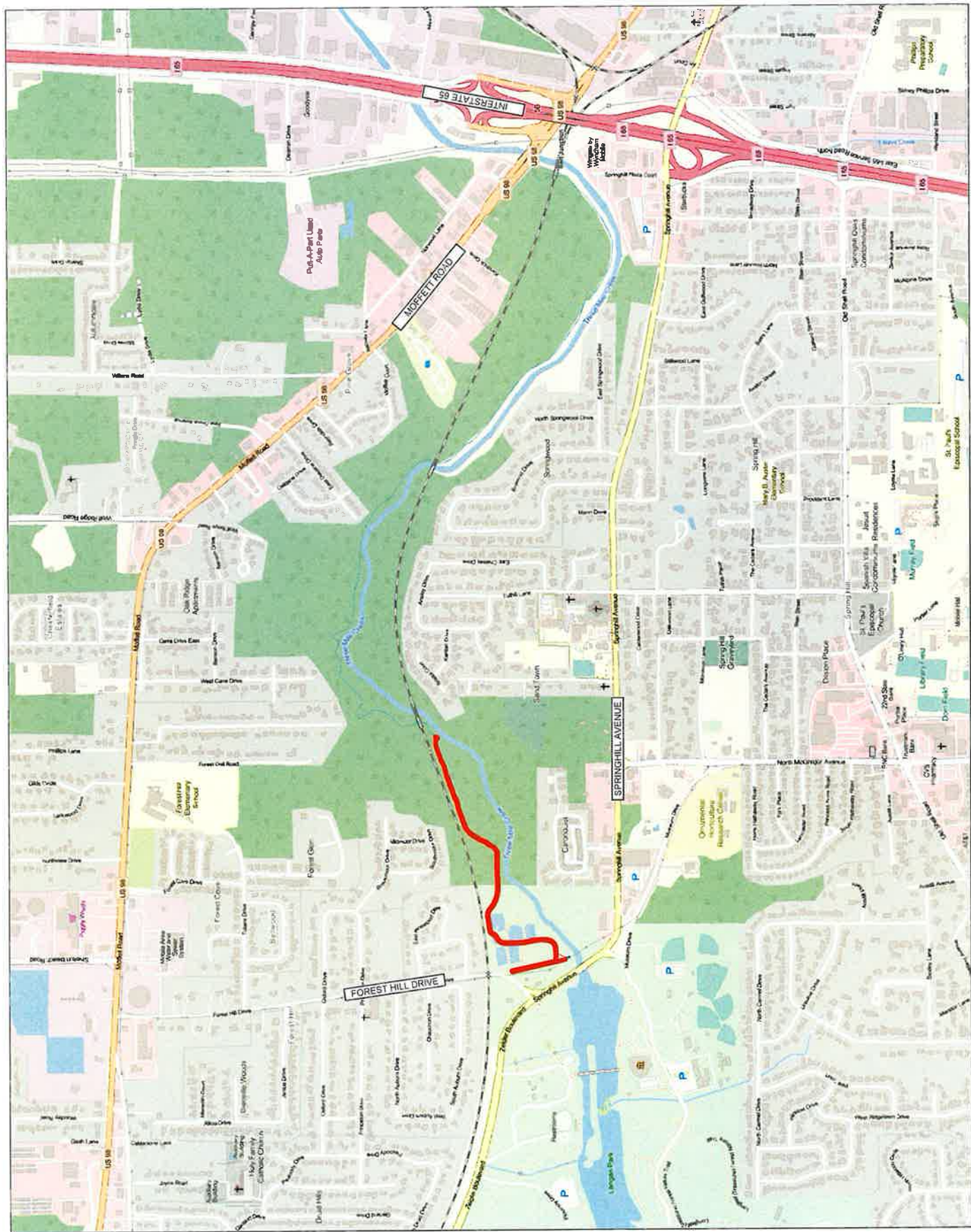
Article 108.11 shall be replaced by the following:

108.11 Schedule of Liquidated Damages.

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 200,000	\$1325	\$2650
200,000	10,000,000	2725	5450
10,000,000	-----	3350	6700

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

ATTACHMENT “A” LOCATION



**ATTACHMENT “B”
CONTRACTOR’S INSURANCE CERTIFICATION**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2025

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 Cobbs, Allen & Hall, Inc. 115 Office Park Drive Birmingham AL 35223	CONTACT NAME: Ashleigh Calvert PHONE (A/C, No, Ext): 205-874-1254 E-MAIL ADDRESS: acalvert@cacgroup.com	FAX (A/C, No):
INSURED Inline, LLC 600 Lakeshore Parkway Birmingham AL 35209	License#: 79319 INLLC-01	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : American Zurich Insurance Co.		40142
INSURER B : Zurich American Insurance Company		16535
INSURER C : American Guarantee & Liability		26247
INSURER D : Travelers P&C of America		25674
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1375551941**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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		GLO653553201	2/22/2025	2/22/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		BAP653553301	2/22/2025	2/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SXS498298701	2/22/2025	2/22/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	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	N/A	WC653553001	2/22/2025	2/22/2026	☒ PER STATUTE ☐ 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
D	Rented / Leased Equipment Temporary Storage			QT6305X35376ATIL25	2/22/2025	2/22/2026	Limit Per Occurrence \$250,000 Storage per location \$250,000

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

Certificate holder shall be additional insured as respects General Liability, Auto Liability and Umbrella Liability as required by written contract. Waiver of Subrogation applies in favor of certificate holder as respects to General Liability, Auto Liability, Umbrella Liability and Work Comp as required by written contract. General Liability, Auto Liability, Umbrella Liability coverage shall apply on a primary and non-contributory basis where required by written contract. Excess liability is follow form of underlying coverages subject to policy terms and conditions. 30 days notice of cancellation applies per policy terms and conditions
RE: Project: Japanese Garden

City of Mobile is included as an Additional Insured as respects to General Liability and Auto Liability, on a primary and non-contributory basis, as required by See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 1827 Mobile AL 36633	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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Cobbs, Allen & Hall, Inc.		NAMED INSURED Inline, LLC 600 Lakeshore Parkway Birmingham AL 35209
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

written contract. Excess/Umbrella follows form.

Waiver of Subrogation applies in favor of City of Mobile as respects to General Liability, Auto Liability and Workers Compensation as required by written contract.
Excess/Umbrellas follows form.

Coverage Extension Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 6535533 - 00

Effective Date: 02/22/2024

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
- (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Additional Insured – Automatic – Owners, Lessees Or Contractors



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 6535532 - 00

Effective Date: 02/22/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or
- (2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

- (a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 6535532 - 00	02/22/2024	02/22/2025	02/22/2024	38232000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	02/22/2024	Policy No.	WC 6535530 - 00	Endorsement No.
Insured	InLine LLC			Premium \$
Insurance Company	Zurich American Insurance Company	Countersigned by		

ATTACHMENT “C”

DBE UTILIZATION REPORT, SUBCONTRACTING PLAN and E-VERIFY



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

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

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

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

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

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

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



FORM 1: Background and Plan

Section I. Information about your company

Company	InLine, LLC
Address	5535 Business Parkway Theodore, AL 36582
Telephone	888-446-5463
E-Mail	LREACH@INLINE.COM

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>31</u> Female <u>6</u> Minority <u>9</u> Non-minority <u>37</u> SDVO <u> </u> Total number of Employees <u>46</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Lee Reach

Signature:  Date: 08/27/2025

Title: Statewide Manager

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

Name: Michele Boner Title: CFO

Email: MBONER@INLINE.COM Phone: 205-283-6401



FORM 1: Background and Plan (Cont'd)

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

Please Print Company InLine, LLC Your Bid/Proposal Amount \$ 1,235,224.58 Date: 08/27/2025
Description 2025-2045-01 Name of Bidder/Proposer: Lee Reach

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	\$\$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
Balthazar Elektriks	504-891-5504	Material Supplier	\$185,284	15.00	Yes	
Hughes Plumbing & Utilities	251-476-5002	Material Supplier	\$7,033	0.57	Yes	
LYK Grassing	334-482-1340	Erosion Control Subcontractor	\$19,249	1.56	Yes	
Crawford Electrical Supply	228-209-4943	Material Supplier	\$244,060	19.76	No	
Intelligent Transportation Services	407-492-6664	Material Supplier	\$39,086	3.17	No	



Form 2: Good Faith Effort Documentation

Name of Bidder: InLine, LLC

Contact Person: Lee Reach Phone: 251-510-4413 Email: LREACH@INLINE.COM

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

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



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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form
DBE UTILIZATION REPORT

Return to Office Small Business Development

Via email at archnique.kidd@cityofmobile.org

P.O. Box 1948

Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO
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DESCRIPTION:	Estimated Completion Date:
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This report is for the month of: (CHECK ONE):	JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	FINAL _____
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Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

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

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

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

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ / / _____ (Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Kevin McCoy (affiant) who, being duly sworn says as follows:

Vice-President of Operations at InLine, LLC

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as VP of Operations for InLine, LLC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

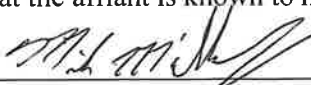
I further attest that said InLine, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1575372.



Vice-President of Operations at InLine, LLC

Sworn to and subscribed before me this the 27 day of August, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public



Company ID Number: 1575372



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and InLine, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer InLine, LLC	
Name (Please Type or Print) Boner Michele	Title
Signature Electronically Signed	Date 08/10/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/10/2020



Company ID Number: 1575372

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	InLine, LLC
Company Facility Address	600 Lakeshore Pkwy Birmingham, AL 35209
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	843986656
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	2 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
AR	1



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

Name	Michele Boner
Phone Number	2052788134
Fax	2059411934
Email	mboner@intrafficluc.com

Name	Boner Michele
Phone Number	2052788134
Fax	2059411934
Email	michele@inline.com



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This list represents the first 20 Program Administrators listed for this company.

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2025-2045-01
Lighting for Japanese Gardens and Segment 1 of the
Three Mile Creek Greenway Trail

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 2021.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY OF MOBILE**
 CITY PROJECT NO. 2025-2045-01
 Lighting for Japanese Gardens and Segment 1 of the
 Three Mile Creek Greenway Trail

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 2021.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. 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.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

Attachment "E"

Material Specifications and Drawings

ODEN LED Specifications



Project Name:

Catalog Number: ODN1-L-T2-48LC-5-4K-5-UAM-FINISH-H1-C6

Type:

With six interchangeable caps and spun shade styles, the **Oden - LED** offers architects, designers and engineers endless possibilities for a custom fixture to fit their unique application.

The **Oden - LED Array**'s high-quality, durable construction makes it an ideal fixture for any application.

Ordering Information

MODEL	OPTICS	LEDs	CURRENT	KELVIN	VOLTAGE	MOUNTING	FINISH	CAP/SHADE	OPTIONS	OPTIONS
ODN-1-L	T1 Type 1	16LC	3 350mA	3K 3000K	UNV 120-277V	YM Yoke Mount *Slips over 3" ØD tenon * 4" tall with special threaded mounting plate.	BZ Bronze	C1	PC-120	DIM 0-10v Dimming Driver
	T2 Type 2	32LC	5 530mA	4K 4000K	8 347V		WB Weathered Brown	C2	PC-208	
	T3 Type 3	48LC	7 700mA	5K 5000K	5 480V		BK Black	C3	PC-240	
ODN-2-L	T4 Type 4	48LC				UAM Arm Mount *Decorative arm not included	SBK Smooth Black	C4	PC-277	VWC Visionaire Wireless Controls *Consult Factory
	T5 Type 5	64LC					WH White	C5	WSC-8	
	T5W Type 5 Wide	80LC					SWH Smooth White	C6	WSC-20	IR-R Illuminated Rings Red
ODN-3-L	T5WR Type 5 Wide Round	96LC				See decorative arm section for arm mount options ODN uses small arm. ODN-2 & ODN-3 uses large arm	GP Graphite	H1	Motion Sensor 9-20' Mounting Height	IR-B Illuminated Rings Blue
		96LC					GY Grey	H2		
		128LC					SL Silver Metallic	H3	WSC-40	IR-G Illuminated Rings Green
							FG Forest Green	H4	Motion Sensor 21-40' Mounting Height *The WSC option will require (1) FSIR 100 remote for programming	CLS Cutoff Louver Shield
							VD Verdigris	H5		
							CC Custom Color	H6		

Features & Specifications

ODEN

Housing

- High-quality, one-piece spun aluminum shade and durable cast aluminum top cap; available in three housing sizes.
- All external hardware is stainless steel.
- One-piece spun aluminum removable door assembly..

Thermal Management

- The Oden - LED provides excellent overall thermal management by maximizing the efficiency of the heat sink in the fixture. This enables the Oden - LED to withstand higher ambient temperatures and higher drive currents without degrading LED life.

Optical System

- The highest lumen output LEDs are utilized. Estimated life of the LEDs is 100,000+ hours. Available with 6 IES distribution patterns. Available with up to 96 LED. The optical system qualifies as IES full cutoff to restrict light trespass, glare and light pollution for neighborhood-friendly lighting.
- CRI values are 70

Quali-Guard® Finish

- Fixture components are chemically pretreated through a multiple-stage washer and finished with an electrostatically-applied, thermoset polyester powder coat textured paint with a 3 to 5 mils thickness. Finish is oven-baked at 400 °F for maximum adherence and finish hardness.
- Available in standard and custom colors.

Mounting

- The Oden - LED Array mounts to a wide selection of decorative and custom Visionaire mounting arms. Visionaire decorative mounting arm required. See Visionaire Mounting Arms section of the catalog.
- Oden 1 requires small decorative arm
- Oden 2 & Oden 3 requires large decorative arm

Electrical Assembly

- The Oden - LED is supplied with a high-performance LED driver, located in its cap, that accepts 120 V thru 277 V, and 480 V, 50 Hz to 60 Hz input. Power factor is 90%.
- Rated for -40 of operation.
- 10 kV surge protector supplied as standard.

Warranty

- Five (5) year Limited Warranty on entire system, including finish. For full warranty information, please visit www.visionairelighting.com.

Options

- Button type photocell
- Watt Stopper FSP-211
- 0-10 V dimming driver
- Wireless Controls
- Illuminated Rings
- Cutoff louver system

Listings

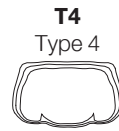
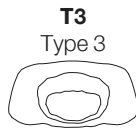
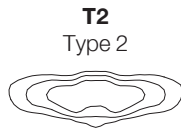
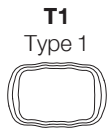
- Oden is cUL listed, suitable for wet locations.
- IP65 Rated
- IDA Certification
- LM79
- LM80
- Powder Coated Tough™



3000K must be selected for IDA certification.
Fixed mount must be selected for IDA dark sky certification.

ODEN LED Specifications

Photometric Optical Summary



EPA Data

Fixture	Fixture Only	Fixture with VA110-S1	2 Fixtures with VA110-D2	Fixture with VA107-S1	2 Fixtures with VA107-D2
ODN-1	1.2	2.2	4.1	3.5	5.6
ODN-2	2.6	3.6	6.6	4.9	8.3
ODN-3	3.5	4.5	8.6	5.8	9.8

Dimensions

Size 1

Width: ODN-1 20"

Height: ODN-1 19.5"

Weight: 40 LBS

Size 2

Width: ODN-2 25"

Height: ODN-2 22.5"

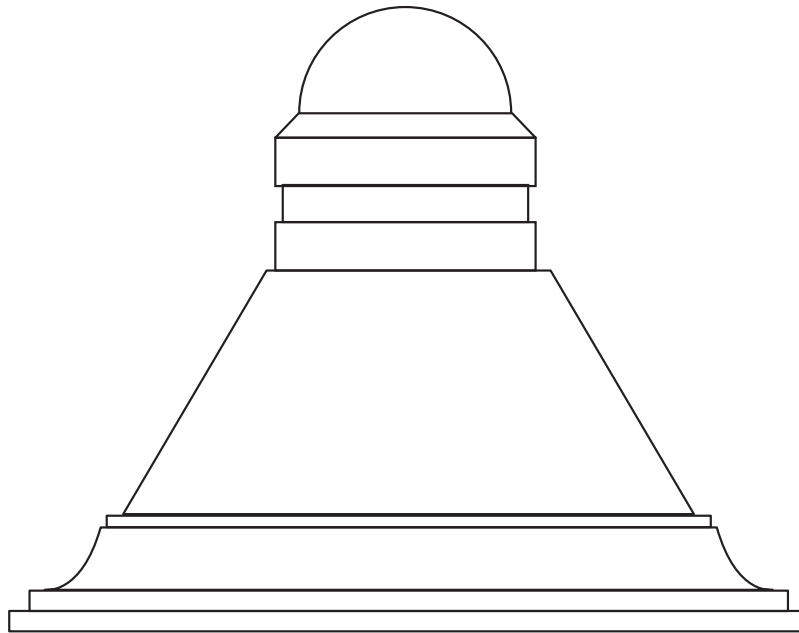
Weight: 53 LBS

Size 3

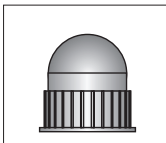
Width: ODN-3 30"

Height: ODN-3 24"

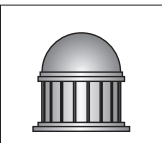
Weight: 74 LBS



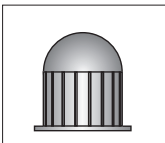
CAP 1 (C1)



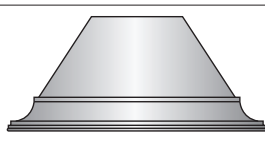
CAP 2 (C2)



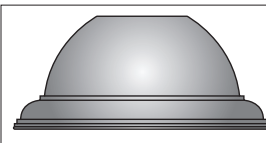
CAP 3 (C3)



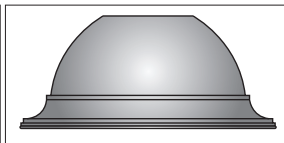
HOUSING 1 (H1)



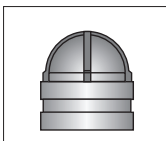
HOUSING 2 (H2)



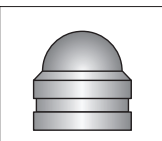
HOUSING 3 (H3)



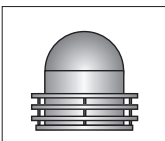
CAP 4 (C4)



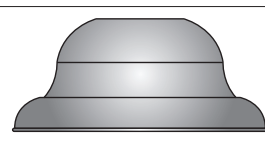
CAP 5 (C5)



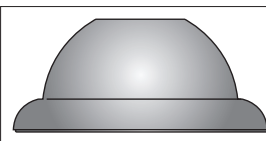
CAP 6 (C6)



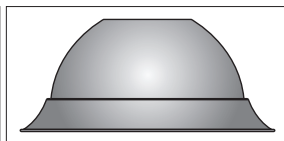
HOUSING 4 (H4)



HOUSING 5 (H5)



HOUSING 6 (H6)



ODEN DATA																																	
	# LEDs	mA	Type 1	B	U	G	LPW	Type 2	B	U	G	LPW	Type 3	B	U	G	LPW	Type 4	B	U	G	LPW	Type 5	B	U	G	LPW	Type 5W	B	U	G	LPW	Watts
ODN-1	16	350	2561	1	0	1	142	2399	1	0	1	133	2443	1	0	1	136	2288	1	0	1	127	2568	1	0	1	143	2486	2	0	1	138	18
		530	3665	2	0	2	134	3433	1	0	1	126	3496	1	0	1	128	3275	1	0	1	120	3675	2	0	1	134	3558	2	0	1	130	27
		700	4572	2	0	2	124	4283	1	0	2	116	4361	1	0	1	118	4085	1	0	1	110	4585	2	0	1	124	4438	2	0	1	120	37
	32	350	4875	2	0	2	135	4566	1	0	2	127	4649	1	0	1	129	4355	1	0	1	121	4888	2	0	1	136	4732	3	0	1	131	36
		530	7225	3	0	3	132	6767	2	0	2	124	6891	1	0	1	126	6455	1	0	2	118	7245	3	0	1	133	7013	3	0	1	128	55
		700	9013	3	0	3	129	8442	2	0	2	121	8596	1	0	2	123	8053	2	0	2	115	9037	3	0	1	129	8748	3	0	2	125	70
	48	350	7701	3	0	3	144	7213	2	0	2	135	7345	1	0	1	137	6880	1	0	2	129	7722	3	0	1	144	7474	3	0	1	140	54
		530	11414	3	0	3	139	10690	2	0	3	130	10886	2	0	2	133	10198	2	0	2	124	11445	3	0	1	140	11078	3	0	2	135	82
		700	14237	3	0	3	133	13335	3	0	3	125	13580	2	0	2	127	12721	2	0	2	119	14276	3	0	2	133	13819	4	0	2	129	107
ODN-2	48	350	7701	3	0	3	144	7213	2	0	2	135	7345	1	0	1	137	6880	1	0	2	129	7722	3	0	1	144	7474	3	0	1	140	54
		530	11414	3	0	3	139	10690	2	0	3	130	10886	2	0	2	133	10198	2	0	2	124	11445	3	0	1	140	11078	3	0	2	135	82
		700	14237	3	0	3	133	13335	3	0	3	125	13580	2	0	2	127	12721	2	0	2	119	14276	3	0	2	133	13819	4	0	2	129	107
	64	350	10058	3	0	3	140	9421	2	0	3	131	9593	2	0	2	133	8986	2	0	2	125	10085	3	0	1	140	9763	3	0	2	136	72
		530	14224	3	0	3	135	13323	3	0	3	127	13567	2	0	2	129	12709	2	0	2	121	14263	3	0	2	136	13807	4	0	2	131	105
		700	17919	4	0	4	128	16784	3	0	3	120	17091	2	0	2	122	16011	3	0	3	114	17969	4	0	2	128	17393	4	0	2	124	140
	80	350	12294	3	0	3	138	11515	3	0	3	129	11726	2	0	2	132	10984	2	0	2	123	12328	3	0	2	139	11933	4	0	2	134	89
		530	17187	3	0	3	132	16098	3	0	3	124	16393	2	0	2	126	15356	3	0	3	118	17234	4	0	2	133	16683	4	0	2	128	130
		700	21635	4	0	4	122	20265	3	0	4	114	20636	3	0	3	117	19331	3	0	3	109	21695	4	0	2	123	21000	4	0	2	119	177
	96	350	14832	3	0	3	136	13892	3	0	3	127	14146	2	0	2	130	13252	2	0	2	122	14872	3	0	2	136	14396	4	0	2	132	109
		530	21334	4	0	4	133	19982	3	0	3	125	20348	3	0	3	127	19061	3	0	3	119	21392	4	0	2	134	20707	4	0	2	129	160
		700	26644	4	0	4	127	24956	3	0	4	119	25412	3	0	3	121	23805	3	0	3	113	26717	4	0	2	127	25861	5	0	3	123	210
ODN-3	96	350	14832	3	0	3	136	13892	3	0	3	127	14146	2	0	2	130	13252	2	0	2	122	14872	3	0	2	136	14396	4	0	2	132	109
		530	21334	4	0	4	133	19982	3	0	3	125	20348	3	0	3	127	19061	3	0	3	119	21392	4	0	2	134	20707	4	0	2	129	160
		700	26644	4	0	4	127	24956	3	0	4	119	25412	3	0	3	121	23805	3	0	3	113	26717	4	0	2	127	25861	5	0	3	123	210
	128	350	18258	4	0	4	127	17101	3	0	3	119	17415	2	0	2	121	16313	3	0	3	113	18308	4	0	2	127	17722	4	0	2	123	144
530		25821	4	0	4	123	24186	3	0	4	115	24628	3	0	3	117	23071	3	0	3	110	25892	4	0	2	123	25063	5	0	3	119	210	
		700	32530	5	0	4	119	30469	4	0	5	111	31026	3	0	4	113	29064	3	0	4	106	29064	5	0	3	119	31837	5	0	3	115	274
Visit www.VisionaireLighting.com for up-to-the-minute chart information, including types not listed here. *Multiply 4K values by 0.96 5K / 0.95 3K																																	

Visit www.VisionaireLighting.com for up-to-the-minute chart information, including types not listed here. *Multiply 4K values by 0.96 5K / 0.95 3K

ODEN LED Specifications

ODEN CLS - 3K LUMEN DATA										
	# Leds	Current (mA)	T1	T2	T3	T4	T5	T5W	T5WR	Watts
ODN-1-L	16	350	1776	1664	1694	1587	1781	1724	1738	18
		530	2542	2381	2425	2271	2549	2467	2488	27
		700	3171	2970	3024	2833	3180	3078	3103	37
ODN-1-L	32	350	3381	3166	3224	3020	3390	3281	3308	36
		530	5011	4693	4779	4477	5024	4864	4904	55
		700	6250	5854	5962	5585	6267	6067	6117	70
ODN-1-L	48	350	5340	5002	5094	4771	5355	5184	5227	54
		530	7915	7414	7550	7072	7937	7683	7747	82
		700	9874	9248	9417	8822	9901	9584	9664	107
ODN-2-L	48	350	5340	5002	5094	4771	5355	5184	5227	54
		530	7915	7414	7550	7072	7937	7683	7747	82
		700	9874	9248	9417	8822	9901	9584	9664	107
ODN-2-L	64	350	6975	6533	6653	6232	6994	6770	6827	72
		530	9864	9240	9409	8814	9891	9575	9654	105
		700	12427	11640	11853	11103	12461	12062	12163	140
ODN-2-L	80	350	8526	7986	8132	7618	8549	8276	8345	89
		530	11919	11164	11369	10650	11952	11569	11666	130
		700	15004	14054	14311	13406	15045	14564	14685	177
ODN-2-L	96	350	10286	9634	9810	9190	10314	9984	10067	109
		530	14795	13858	14111	13219	14835	14361	14480	160
		700	18477	17307	17624	16509	18528	17935	18084	210
ODN-3-L	96	350	10286	9634	9810	9190	10314	9984	10067	109
		530	14795	13858	14111	13219	14835	14361	14480	160
		700	18477	17307	17624	16509	18528	17935	18084	210
ODN-3-L	128	350	12662	11860	12077	11313	12697	12290	12392	144
		530	17907	16773	17080	16000	17956	17381	17526	210
		700	22559	21130	21517	20156	22621	21897	22080	274
ODEN CLS - 4K LUMEN DATA										
	# Leds	Current (mA)	T1	T2	T3	T4	T5	T5W	T5WR	Watts
ODN-1-L	16	350	1870	1751	1783	1671	1875	1815	1830	18
		530	2676	2506	2552	2391	2683	2597	2619	27
		700	3338	3126	3184	2982	3347	3240	3267	37
ODN-1-L	32	350	3559	3333	3394	3179	3568	3454	3483	36
		530	5274	4940	5031	4712	5289	5120	5162	55
		700	6579	6162	6275	5878	6597	6386	6439	70
ODN-1-L	48	350	5621	5265	5362	5023	5637	5456	5502	54
		530	8332	7804	7947	7444	8355	8087	8155	82
		700	10393	9735	9913	9286	10422	10088	10172	107
ODN-2-L	48	350	5621	5265	5362	5023	5637	5456	5502	54
		530	8332	7804	7947	7444	8355	8087	8155	82
		700	10393	9735	9913	9286	10422	10088	10172	107
ODN-2-L	64	350	7342	6877	7003	6560	7362	7127	7186	72
		530	10384	9726	9904	9277	10412	10079	10163	105
		700	13081	12252	12477	11688	13117	12697	12803	140
ODN-2-L	80	350	8975	8406	8560	8019	8999	8711	8784	89
		530	12547	11752	11967	11210	12581	12178	12280	130
		700	15794	14793	15064	14111	15837	15330	15458	177
ODN-2-L	96	350	10827	10141	10327	9674	10857	10509	10597	109
		530	15574	14587	14854	13915	15616	15116	15242	160
		700	19450	18218	18551	17378	19503	18879	19036	210
ODN-3-L	96	350	10827	10141	10327	9674	10857	10509	10597	109
		530	15574	14587	14854	13915	15616	15116	15242	160
		700	19450	18218	18551	17378	19503	18879	19036	210
ODN-3-L	128	350	13328	12484	12713	11909	13365	12937	13045	144
		530	18850	17655	17979	16842	18901	18296	18449	210
		700	23747	22242	22649	21217	23812	23049	23241	274

ODEN CLS - 5K LUMEN DATA										
	# Leds	Current (mA)	T1	T2	T3	T4	T5	T5W	T5WR	Watts
ODN-1-L	16	350	1794	1680	1711	1603	1799	1742	1743	18
		530	2567	2405	2449	2294	2575	2492	2494	27
		700	3203	3000	3055	2862	3212	3109	3111	37
ODN-1-L	32	350	3415	3198	3257	3051	3424	3314	3317	36
		530	5061	4741	4827	4522	5075	4913	4917	55
		700	6314	5914	6022	5641	6331	6128	6133	70
ODN-1-L	48	350	5394	5052	5145	4819	5409	5236	5240	54
		530	7995	7489	7626	7144	8017	7761	7766	82
		700	9973	9342	9513	8911	10001	9681	9688	107
ODN-2-L	48	350	5394	5052	5145	4819	5409	5236	5240	54
		530	7995	7489	7626	7144	8017	7761	7766	82
		700	9973	9342	9513	8911	10001	9681	9688	107
ODN-2-L	64	350	7045	6599	6720	6295	7065	6839	6844	72
		530	9964	9333	9504	8902	9992	9672	9679	105
		700	12552	11757	11973	11216	12587	12184	12193	140
ODN-2-L	80	350	8612	8067	8214	7695	8636	8359	8366	89
		530	12040	11277	11484	10757	12073	11687	11695	130
		700	15156	14196	14455	13541	15197	14711	14722	177
ODN-2-L	96	350	10389	9732	9910	9283	10418	10084	10092	109
		530	14945	13998	14254	13352	14985	14506	14517	160
		700	18664	17481	17802	17227	18715	18116	18130	210
ODN-3-L	96	350	10389	9732	9910	9283	10418	10084	10092	109
		530	14945	13998	14254	13352	14985	14506	14517	160
		700	18664	17481	17802	17227	18715	18116	18130	210
ODN-3-L	128	350	12790	11980	12199	11427	12825	12414	12424	144
		530	18088	16942	17252	16161	18138	17557	17570	210
		700	22787	21344	21734	20360	22850	22118	22134	274

ODEN LED Specifications

ODEN CLS - 3K LUMEN PER WATT DATA										
	# Leds	Current (mA)	T1	T2	T3	T4	T5	T5W	T5WR	Watts
ODN-1-L	16	350	99	92	94	88	99	96	97	18
		530	93	87	89	83	93	90	91	27
		700	86	80	82	77	86	83	84	37
ODN-1-L	32	350	94	88	90	84	94	91	92	36
		530	92	86	87	82	92	89	90	55
		700	89	84	85	80	90	87	87	70
ODN-1-L	48	350	100	93	95	89	100	97	98	54
		530	97	90	92	86	97	94	94	82
		700	92	86	88	82	93	90	90	107
ODN-2-L	48	350	100	93	95	89	100	97	98	54
		530	97	90	92	86	97	94	94	82
		700	92	86	88	82	93	90	90	107
ODN-2-L	64	350	97	91	92	87	97	94	95	72
		530	94	88	90	84	94	91	92	105
		700	89	83	85	79	89	86	87	140
ODN-2-L	80	350	96	90	91	86	96	93	94	89
		530	92	86	87	82	92	89	90	130
		700	85	79	81	76	85	82	83	177
ODN-2-L	96	350	94	88	90	84	95	92	92	109
		530	92	87	88	83	93	90	91	160
		700	88	82	84	79	88	85	86	210
ODN-3-L	96	350	94	88	90	84	95	92	92	109
		530	92	87	88	83	93	90	91	160
		700	88	82	84	79	88	85	86	210
ODN-3-L	128	350	88	82	84	79	88	85	86	144
		530	85	80	81	76	86	83	83	210
		700	82	77	79	74	83	80	81	274
ODEN CLS - 4K LUMEN PER WATT DATA										
	# Leds	Current (mA)	T1	T2	T3	T4	T5	T5W	T5WR	Watts
ODN-1-L	16	350	104	97	99	93	104	101	102	18
		530	98	92	93	87	98	95	96	27
		700	90	84	86	81	90	88	88	37
ODN-1-L	32	350	99	93	94	88	99	96	97	36
		530	96	90	92	86	97	94	94	55
		700	94	88	90	84	94	91	92	70
ODN-1-L	48	350	105	98	100	94	105	102	103	54
		530	102	95	97	91	102	99	99	82
		700	97	91	93	87	97	94	95	107
ODN-2-L	48	350	105	98	100	94	105	102	103	54
		530	102	95	97	91	102	99	99	82
		700	97	91	93	87	97	94	95	107
ODN-2-L	64	350	102	96	97	91	102	99	100	72
		530	99	93	94	88	99	96	97	105
		700	93	88	89	83	94	91	91	140
ODN-2-L	80	350	101	94	96	90	101	98	99	89
		530	97	90	92	86	97	94	94	130
		700	89	84	85	80	89	87	87	177
ODN-2-L	96	350	99	93	95	89	100	96	97	109
		530	97	91	93	87	98	94	95	160
		700	93	87	88	83	93	90	91	210
ODN-3-L	96	350	99	93	95	89	100	96	97	109
		530	97	91	93	87	98	94	95	160
		700	93	87	88	83	93	90	91	210
ODN-3-L	128	350	93	87	88	83	93	90	91	144
		530	90	84	86	80	90	87	88	210
		700	87	81	83	77	87	84	85	274

ODEN CLS - 5K LUMEN PER WATT DATA										
	# Leds	Current (mA)	T1	T2	T3	T4	T5	T5W	T5WR	Watts
ODN-1-L	16	350	100	93	95	89	100	97	97	18
		530	94	88	90	84	94	91	91	27
		700	87	81	83	77	87	84	84	37
ODN-1-L	32	350	95	89	90	85	95	92	92	36
		530	93	87	88	83	93	90	90	55
		700	90	84	86	81	90	88	88	70
ODN-1-L	48	350	101	94	96	90	101	98	98	54
		530	97	91	93	87	98	95	95	82
		700	93	87	89	83	93	90	91	107
ODN-2-L	48	350	101	94	96	90	101	98	98	54
		530	97	91	93	87	98	95	95	82
		700	93	87	89	83	93	90	91	107
ODN-2-L	64	350	98	92	93	87	98	95	95	72
		530	95	89	91	85	95	92	92	105
		700	90	84	86	80	90	87	87	140
ODN-2-L	80	350	97	91	92	86	97	94	94	89
		530	93	87	88	83	93	90	90	130
		700	86	80	82	77	86	83	83	177
ODN-2-L	96	350	95	89	91	85	96	93	93	109
		530	93	87	89	83	94	91	91	160
		700	89	83	85	82	89	86	86	210
ODN-3-L	96	350	95	89	91	85	96	93	93	109
		530	93	87	89	83	94	91	91	160
		700	89	83	85	82	89	86	86	210
ODN-3-L	128	350	89	83	85	79	89	86	86	144
		530	86	81	82	77	86	84	84	210
		700	83	78	79	74	83	81	81	274

ODEN LED Specifications

ODEN CLS - 3K LUMEN PER WATT DATA																								
	# Leds	Current (mA)	T1			T2			T3			T4			T5			T5W			T5WR			Watts
			B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	
ODN-1-L	16	350	1	0	1	0	0	1	0	0	1	0	0	1	1	0	1	1	0	1	1	0	1	18
		530	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	27
		700	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	37
ODN-1-L	32	350	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	36
		530	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	55
		700	2	0	2	1	0	2	1	0	2	1	0	2	2	0	1	2	0	2	2	0	2	70
ODN-1-L	48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	54
		530	2	0	2	1	0	3	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	82
		700	3	0	3	1	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	107
ODN-2-L	48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	54
		530	2	0	2	1	0	3	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	82
		700	3	0	3	1	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	107
ODN-2-L	64	350	2	0	2	1	0	2	1	0	2	1	0	2	2	0	1	2	0	2	2	0	2	72
		530	3	0	3	1	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	105
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	140
ODN-2-L	80	350	2	0	2	1	0	3	2	0	2	1	0	2	2	0	2	2	0	2	2	0	2	89
		530	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	130
		700	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	177
ODN-2-L	96	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	109
		530	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	160
		700	3	0	3	2	0	4	3	0	3	2	0	3	3	0	3	3	0	3	3	0	3	210
ODN-3-L	96	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	109
		530	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	160
		700	3	0	3	2	0	4	3	0	3	2	0	3	3	0	3	3	0	3	3	0	3	210
ODN-3-L	128	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	144
		530	3	0	3	2	0	4	3	0	3	2	0	3	3	0	3	3	0	3	3	0	3	210
		700	4	0	4	3	0	4	3	0	4	3	0	4	3	0	3	3	0	4	3	0	4	274
ODEN CLS - 4K LUMEN PER WATT DATA																								
	# Leds	Current (mA)	T1			T2			T3			T4			T5			T5W			T5WR			Watts
			B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	
ODN-1-L	16	350	1	0	1	0	0	1	1	0	1	0	0	1	1	0	1	1	0	1	1	0	1	18
		530	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	27
		700	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	37
ODN-1-L	32	350	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	36
		530	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	55
		700	2	0	2	1	0	2	1	0	2	1	0	2	2	0	1	2	0	2	2	0	2	70
ODN-1-L	48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	54
		530	2	0	2	1	0	3	2	0	2	1	0	2	2	0	2	2	0	2	2	0	2	82
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	107
ODN-2-L	48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	54
		530	2	0	2	1	0	3	2	0	2	1	0	2	2	0	2	2	0	2	2	0	2	82
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	107
ODN-2-L	64	350	2	0	2	1	0	3	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	72
		530	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	105
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	140
ODN-2-L	80	350	3	0	3	1	0	3	2	0	2	1	0	2	2	0	2	2	0	2	2	0	2	89
		530	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	130
		700	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	177
ODN-2-L	96	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	109
		530	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	160
		700	3	0	4	2	0	4	3	0	3	3	0	3	3	0	3	3	0	4	3	0	3	210
ODN-3-L	96	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	109
		530	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	160
		700	3	0	4	2	0	4	3	0	3	3	0	3	3	0	3	3	0	4	3	0	3	210
ODN-3-L	128	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	144
		530	3	0	3	2	0	4	3	0	3	3	0	3	3	0	3	3	0	4	3	0	3	210
		700	4	0	4	3	0	4	3	0	4	3	0	4	3	0	3	3	0	4	4	0	4	274

ODEN CLS - 5K LUMEN PER WATT DATA																								
	# Leds	Current (mA)	T1			T2			T3			T4			T5			T5W			T5WR			Watts
			B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	B	U	G	
ODN-1-L	16	350	1	0	1	0	0	1	0	0	1	0	0	1	1	0	1	1	0	1	1	0	1	18
		530	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	27
		700	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	37
ODN-1-L	32	350	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	36
		530	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	55
		700	2	0	2	1	0	2	1	0	2	1	0	2	2	0	1	2	0	2	2	0	2	70
ODN-1-L	48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	54
		530	2	0	2	1	0	3	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	82
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	107
ODN-2-L	48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	54
		530	2	0	2	1	0	3	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	82
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	107
ODN-2-L	64	350	2	0	2	1	0	2	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	72
		530	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	105
		700	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	140
ODN-2-L	80	350	2	0	2	1	0	3	2	0	2	1	0	2	2	0	2	2	0	2	2	0	2	89
		530	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	130
		700	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	177
ODN-2-L	96	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	109
		530	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	160
		700	3	0	3	2	0	4	3	0	3	3	0	3	3	0	3	3	0	4	3	0	3	210
ODN-3-L	96	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	109
		530	3	0	3	2	0	3	2	0	3	2	0	3	3	0	3	3	0	3	3	0	3	160
		700	3	0	3	2	0	4	3	0	3	3	0	3	3	0	3	3	0	4	3	0	3	210
ODN-3-L	128	350	3	0	3	2	0	3	2	0	3	2	0	3	2	0	2	3	0	3	3	0	3	144
		530	3	0	3	2	0	4	3	0	3	2	0	3	3	0	3	3	0	3	3	0	3	210
		700	4	0	4	3	0	4	3	0	4	3	0	4	3	0	3	3	0	4	3	0	4	274

PRODUCT:

POLE SETTING FOAM

POLE SETTING FOAM

79701

79702

79703

79705

79706

79707

79709

THE BASICS:

- POLE SETTING FOAM saves money and increases efficiency. It replaces traditional methods of backfilling distribution poles, transmission poles, and decorative street lighting during installation.
- POLE SETTING FOAM is a hydrophobic two-part polyurethane foam that expands to fill the peripheral void between a utility pole and the hole. It forms a low-density, high-strength foam that can structurally support the pole and maintain its upright positioning. POLE SETTING FOAM also serves as a redundant environmental barrier between the pole material and its surroundings.
- POLE SETTING FOAM displays excellent adhesion to most pole materials, including wood poles treated with pentachlorophenol, CCA, ACA, etc. and without the use of primers. After mixing, it foams immediately and reaches 50% of full strength in approximately 3 minutes and 80% within 60 minutes. Once poured, the POLE SETTING FOAM expands approximately 15 times its original volume and sets the pole in 3 minutes creating a proven solid foundation material. It removes the need to backfill by traditional methods and the "tamping" associated with it.
- POLE SETTING FOAM significantly reduces labor requirements as no backfilling is required and hardware can be strung after 15 minutes.
- Because POLE SETTING FOAM is hydrophobic, its physical properties will not be affected by wet soil or small amount of standing water in the hole; however, we recommend the standing water does not exceed 2" with the structure in the hole.

FEATURES:

Fast-setting high-quality foam

- Expanding foam fills in all voids
- Environmentally friendly - does NOT contain CFC's
- Excellent adhesion on all pole types; wood, concrete, fiberglass, steel, and decorative street lighting
- Hydrophobic - insensitive to water

APPLICATIONS:

Use POLE SETTING FOAM for:

- New poles - transmission and distribution
- Leaning poles
- Street lighting poles
- Dusk to dawn light poles
- Gate and fence post
- Highway DOT sign post
- Pad leveling



FEATURES	HOW YOU BENEFIT
Provides an environmental barrier between the pole and the soil	Helps prevent ground line decay
Superior to stone in resistance to overturning and equal to crushed stone against uplift	Eliminates the need to transport heavy rock and stone backfill
Hardens quickly (10 - 15 minutes) with compressive strengths three to four times that of tamped soil	Poles are set faster, thus restoring service to the customer quicker and with added strength

TECHNICAL HIGHLIGHTS:

MATERIAL PROPERTIES AT (77°F/25°C)		
Property	Value	Test Method
Color		Visual
Part A	Light Brown	
Part B	Dark Brown	
Mixed	Yellow	
Working Life		
Rise Time	2 Minutes	ASTM D2237
Gel Time	2.5 Minutes - 3 Minutes	ASTM D2471
Tack Free Time	5.0 Minutes	
Full Cure Time	12 Hours	
Drastic Temperature Change Bonded	Little Chance of Cracking	
Performance (cured)		
Density	5.5 - 6.0 lbs/ft ³	ASTM D1622
Compressive Strength (psi)	75 Minimum	ASTM D1621
Porosity	>90% Closed-Cells	ASTM D2856
Water Absorption	0.02%	ASTM D2842
Shear Strength (psi)	42 Minimum	ASTM D732
Tensile Strength (psi)	64 Minimum	ASTM D1623
Cohesive Shear (dry)	22.9 psi	ASTM D3080
Cohesive Shear (wet)	20.9 psi	ASTM D3080
Chemical Resistance		ASTM D543
Water	Excellent	
Salt Water	Excellent	
Sulfuric Acid 20%	Excellent	
Gasoline	Excellent	
Diesel Fuel	Excellent	
Hydrochloric Acid 20%	Excellent	
Ammonium Hydroxide 10%	Good	
Sodium Hydroxide, Concentrate	Good	
Fungus	Excellent	

2-year shelf life.

Pole Foam can be used when temperatures are as low as -40°F (-40°C) or as high as 86°F (30°C) as long as the Pole Foam kit is conditioned to room temperature (68°F / 20°C) for 2 hours prior to use. For more details consult your Rainbow Technology representative.

This product is only for sale to and use by service personnel. SDS available on request.

PRODUCT NUMBER	APPROXIMATE YIELD
79701	1 cubic feet
79702	2 cubic feet
79703	3 cubic feet
79705	5 cubic feet
79706	6 cubic feet
79707	7 cubic feet
79709	9 cubic feet

POLE SETTING FOAM kits include; Part A (container), Part B (container), gloves or mixing stick (dependant on the container size), and application instructions are located on the container label. Custom packaging is also available to meet your specific needs.

Do you have a question about any Rainbow Technology product? Because we've been supplying the utility and telecommunications industries since 1971, our technical support team has the expertise to provide answers and solutions. Just call us at **1.800.637.6047**.

RAINBOW TECHNOLOGY Specialists in Utility Chemicals

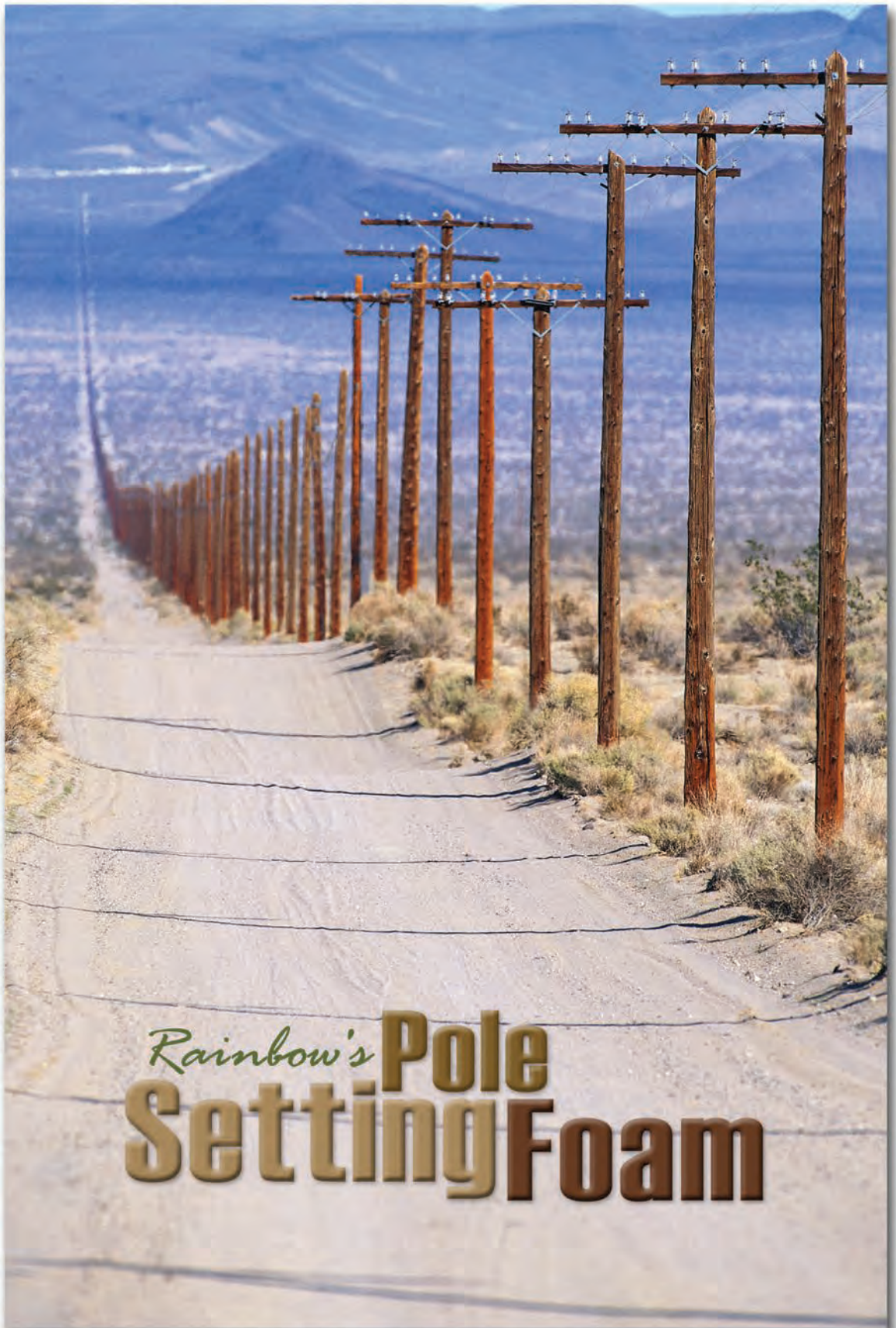
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E-mail: sales@rainbowtech.net • Website: www.rainbowtech.net



Rainbow's Pole Setting Foam

Since 1971, Rainbow Technology Corporation has been developing , testing, and marketing quality products for the telecommunication, utility, and contractor industry. We develop our products with regard to the safety of the personnel, the equipment/outside plant, and the environment. Our product line includes foams and sealants, power and telecom cable cleaners, precision cleaners, heavy-duty cleaners, cable lubricants, personal protection, insecticides, herbicides, paints, and hand cleaners.

The integrity and quality, by which Rainbow Technology's products have been viewed, has set the standard in the telecom/utility industry. We provide the same integrity and quality in our Rainbow Pole Setting Foam that we are known for in our total product line. As you review the following pages, you will see the commitment to testing and quality assurance as well as providing a quality product that is safe for your employees, safe for your equipment/outside plant, and safe for the environment.

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These Types of Pole Setting Foam Helps With Issues



H-Frame Structures



Repairing Storm Damaged Poles



Straighten Leaning Poles



Sports, Recreational, and Athletic Facility Lighting



Steel, Concrete, and Fiberglass Poles

Rainbow's Pole Setting Foam helps save time and money, and increases efficiency. It is a very versatile product and replaces traditional methods of backfilling distribution. Here are just a few examples of the many different ways that Rainbow's Pole Setting Foam can be used to aid in your everyday work.

Push-Brace Support Poles



Installing or Straightening Decorative Street Lighting



Leveling Pad-Mounted Equipment

Rainbow's Pole Setting Foam

THE BASICS:

- POLE SETTING FOAM saves money and increases efficiency. It replaces traditional methods of backfilling distribution and transmission poles during installation.
- POLE SETTING FOAM is a hydrophobic, two-part polyurethane foam that expands to fill the peripheral void between a utility pole and the hole. It forms low-density, high-strength foam that can structurally support the pole and maintain its upright positioning. POLE SETTING FOAM also serves as a redundant environmental barrier between the pole material and its surroundings.
- POLE SETTING FOAM displays excellent adhesion to all pole materials, including wood poles treated with pentachlorophenol, CCA, and ACA without the use of primers. After mixing, it foams immediately and reaches 50% of full strength in approximately 3 minutes and 80% within 60 minutes. Once mixed and poured, the POLE SETTING FOAM expands approximately 15 times its original volume and sets the pole in 3 minutes to create solid foundation material. It eliminates the need to backfill by traditional methods and the "tamping" associated with it.
- POLE SETTING FOAM significantly reduces labor as no additional backfilling is required and hardware can be strung after 15 minutes.
- Because POLE SETTING FOAM is hydrophobic, its physical properties will not be affected by wet soil or small amounts of standing water in the hole; however, we recommend the standing water does not exceed 2" with the structure in the hole.

APPLICATION:



Prepare hole for pole.



Pour Part B container into Part A container.



Mix together.



Pour mixture in prepared hole with pole.



Let sit for 15 minutes.
Hardware is ready to be strung.

Please see page 18-20 for complete instructions for use.



Rainbow's Pole Setting Foam

Technical Highlights

MATERIAL PROPERTIES AT (77°F/25°C)		
PROPERTY	VALUE	TEST METHOD
Color		Visual
Part A	Light Brown	
Part B	Dark Brown	
Mixed	Yellow	
Working Life		
Rise Time	1.75 Minutes	ASTM D2237
Gel Time	2.5 Minutes - 3 Minutes	ASTM D2471
Tack Free Time	5.0 Minutes	
Full Cure Time	12 Hours	
Drasitic Temperature Change	Bonded - Little Chance of Cracking	
Performance (cured)		
Density	5.5 - 6.0 lbs/ft³	ASTM D1622
Compressive Strength (psi)	75 Minimum	ASTM D1621
Porosity	>90% Closed-Cells	ASTM D2856
Water Absorption	0.02%	ASTM D2842
Shear Strength (psi)	42 Minimum	ASTM D732
Tensile Strength (psi)	64 Minimum	ASTM D1623
Cohesive Shear (dry)	22.9 psi	ASTM D3080
Cohesive Shear (wet)	20.9 psi	ASTM D3080
Adhesion	3,295 psi	Soil Testing Engineers
Chemical Resistance		ASTM D543
Water	Excellent	
Salt Water	Excellent	
Sulfuric Acid 20%	Excellent	
Gasoline	Excellent	
Diesel Fuel	Excellent	
Hydrochloric Acid 20%	Excellent	
Ammonium Hydroxide 10%	Good	
Sodium Hydroxide, Concentrate	Good	
Fungus	Excellent	

Backfill Pole Setting Foam vs. Crushed Rock Comparison

Listed below are a few key elements that show the advantages of using Rainbow's Pole Setting Foam over crushed rock for your structural foundations.



- **Rainbow's Pole Setting Foam** achieves 100% compaction every time and is therefore structurally superior to compacted crushed rock or gravel.

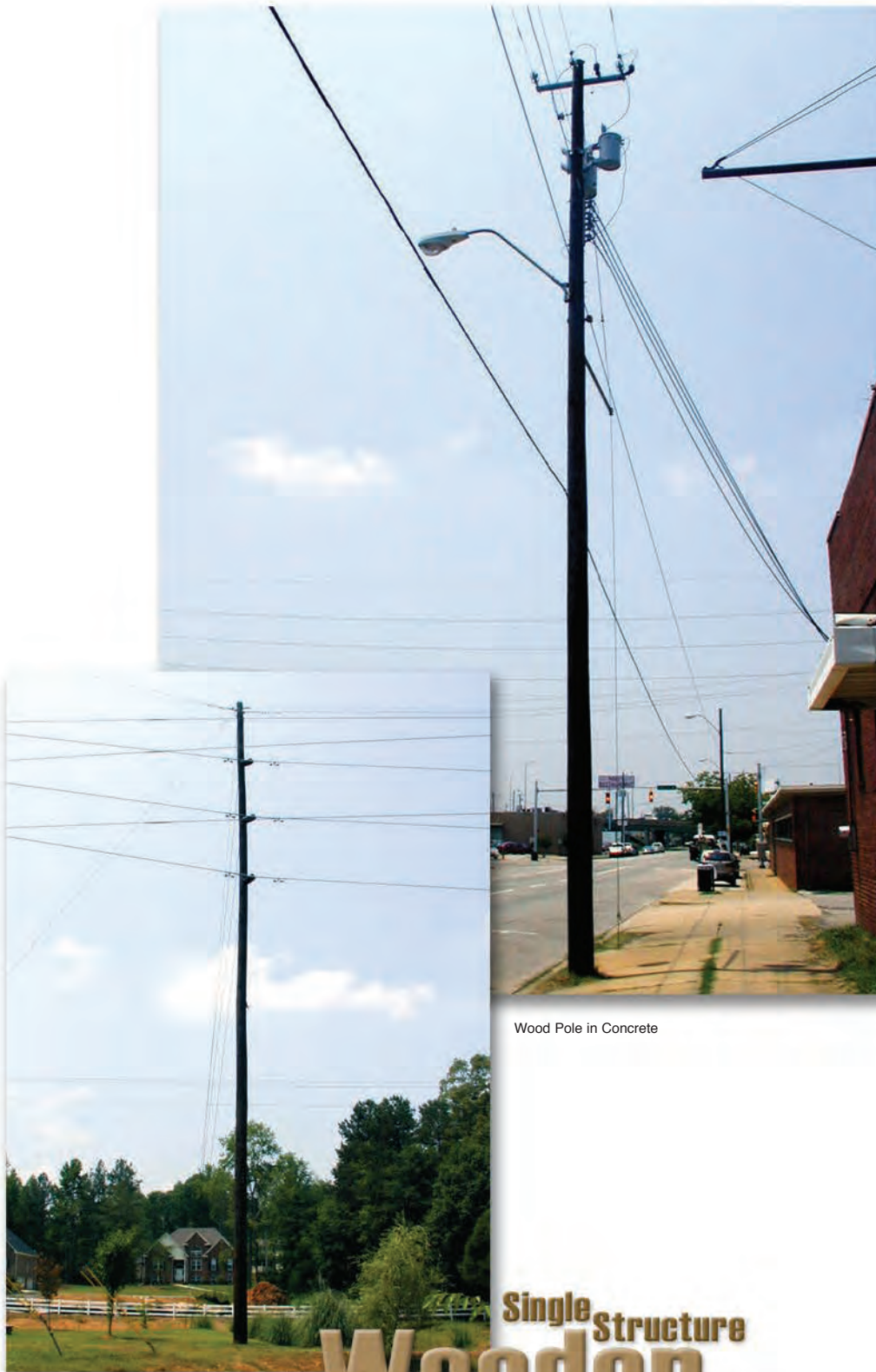
- **Rainbow's Pole Setting Foam** eliminates damage to the right-of-way caused by heavy equipment required to transport and install crushed rock or gravel.

- **Rainbow's Pole Setting Foam** installation speed greatly reduces weather exposure to employees during the construction process, a major concern when repairing storm damage.

- **Rainbow's Pole Setting Foam** achieves higher skin friction values and uniform transfer of load into the soil, resulting in approximately twice the uplift values of crushed rock or gravel. Because of the closed-cell physical properties of the foam, corrosion protection is enhanced for steel poles.

- **Rainbow's Pole Setting Foam** structural efficiencies reduce the hole diameter requirements.

- **Rainbow's Pole Setting Foam** portability and size make it the perfect backfill for applications where larger vehicles will have difficult access to the individual structures or sites.



Wood Pole in Concrete

Single Structure **Wooden** *Pole Setting Foam* *Used With* **poles**

Wooden poles set with Rainbow's Pole Setting Foam will exhibit greater moisture content at and below ground line than sites where no foam was used. This will maintain more consistent moisture content throughout the year, and will reduce checking in the ground line area.

Sometimes poles will be set that have checks; when this is the case, Pole Setting Foam, will fill the checks with foam, thus removing areas which could hold water that could lead to rot and decay.

Pole Setting Foam serves as a redundant environmental barrier between the pole material and its surroundings. With the preservative penetration behind the foam, the preservative moves into the heartwood instead of out of the pole. The use of Pole Setting Foam maintains higher levels of preservative at and below the ground line.

Wooden poles that are embedded in concrete or asphalt that have been damaged by storms, vehicle collisions or below ground decay, and need to be replaced, are excellent applications for Pole Setting Foam. Typically this type of replacement offers little or no native backfill and in some applications guy wires cannot be used. The structural efficiencies of Pole Setting Foam reduce the hole diameter requirements for your structures and provide the backfill needed for the setting of new poles.

Steel, Concrete, & Fiberglass *Pole Setting Foam* *Used With* poles

Rainbow's Pole Setting Foam's excellent adhesion to steel poles assures that the entire volume of backfill material is solidly bonded to the pole. Pole Setting Foam backfill helps to transfer the uplift or compressive loads into the soil. Pole Setting Foam adhesion to the soil greatly exceeds the shear strength of the soil.

Pole Setting Foam is a closed-cell, hydrophobic material with low moisture permeability and expands approximately 15 times its original volume. It provides an inert substance that cannot be dissolved by any common hydrocarbon or chlorinated solvents.

Pole Setting Foam, unlike mechanical tampers, does not damage the galvanization or pre-coating on the pole. The manufacturers of directly embedded steel poles have historically coated the embedded portion of the pole with asphaltic coating to help manage soil corrosion problems. This coating acts as a barrier in eliminating electron transfer and the oxidation of the metal in steel poles.

Pole Setting Foam's polyurethane properties share the basic urethane soil coating rating and provide the same protective advantages as the coatings used by steel pole manufacturers.

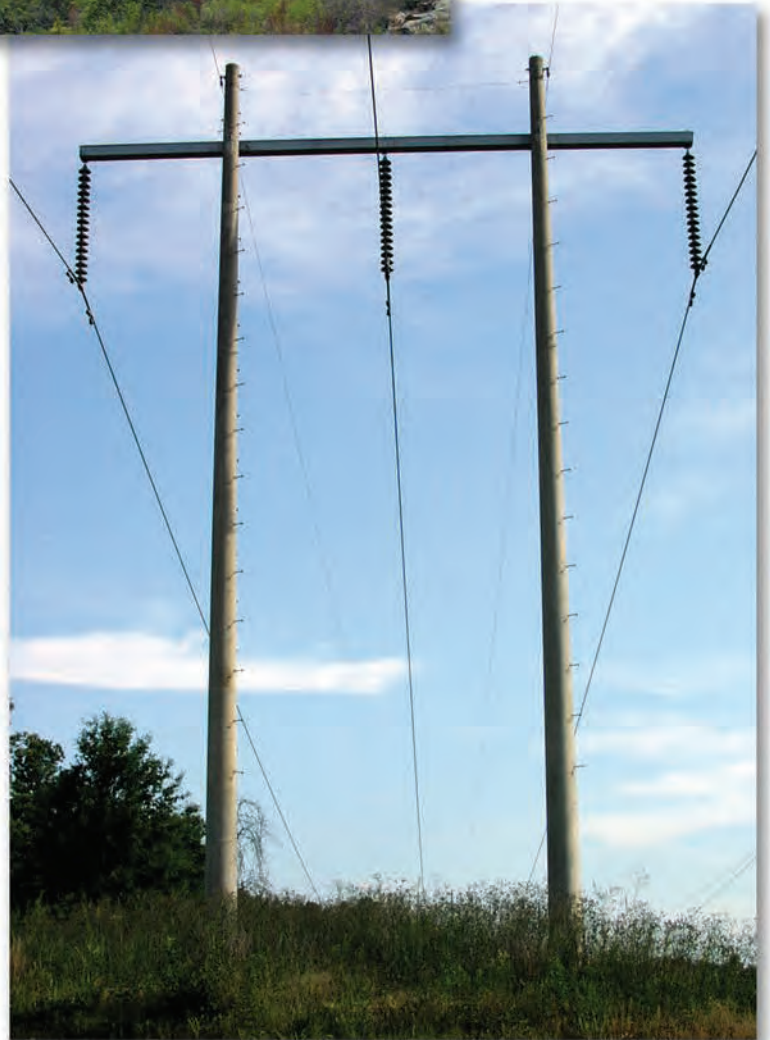


H-Frame

*Pole Setting Foam
Used With* **Structures**

Setting H-Frame structures can be done without hauling in crushed stone, concrete, or native backfill to a remote site. During the actual line construction, re-plumbing on the pole is not necessary. This makes setting operations easier and requires less manpower and equipment. Rainbow's Pole Setting Foam will increase uplift resistance up to three times that of conventional backfill. May be used on wood, concrete, steel, and fiberglass poles with no harm to the structure.

Pole Setting Foam displays excellent adhesion to most pole materials, including wood poles treated with pentachlorophenol, CCA, and ACA, without the use of primers. Pole Setting Foam helps to protect the environment by sealing in pole preservatives.



Storm damage can leave transmission and distribution lines and poles in a terrible mess. Often the soil is wet and muddy, creating a difficult environment in which repair crews must re-set poles in order to restore service to customers. There is no need to haul native soil or crushed rock backfill for setting poles.

Rainbow's Pole Setting Foam is a hydrophobic, two-part polyurethane foam that expands to fill the peripheral void between a utility pole and the ground. With a low density and high strength, it can structurally support the pole, and its physical properties will not be affected by wet soil conditions. Pole Setting Foam has a compressive strength that is up to three times greater than properly tamped native soil.

After mixing, it foams immediately and reaches 50% of full strength in approximately 3 minutes and 80% of full strength within 60 minutes. Once poured, the Pole Setting Foam expands to approximately 15 times its original volume and sets the pole in 3 minutes, creating a proven solid foundation material. Hardware and transformers can be set faster than applications with conventional backfill.



With Pole Setting Foam, pole structures can be set with less manpower and equipment. No tamping is required, and no outside power source is needed for mixing.

Storm-Damaged poles

Pole Setting Foam Used With





Rainbow's Pole Setting Foam expands up to 15 times its premixed volume to form a tightly packed anchoring foundation that is greater than the pole itself. It hardens into a virtually indestructible pole-to-backfill-to-ground bond.

The tightly packed molecular structure creates a bond with the pole. The foam actually contours to the shape of the excavated area and locks itself to the pole and ground.

Unlike any alternative backfill, Pole Setting Foam is impervious to moisture. Unlike other backfills it is resistant to heat, cold, micro-bacterial attack, and physical stress. It has a compressive strength that is up to three times greater than properly tamped native soil.



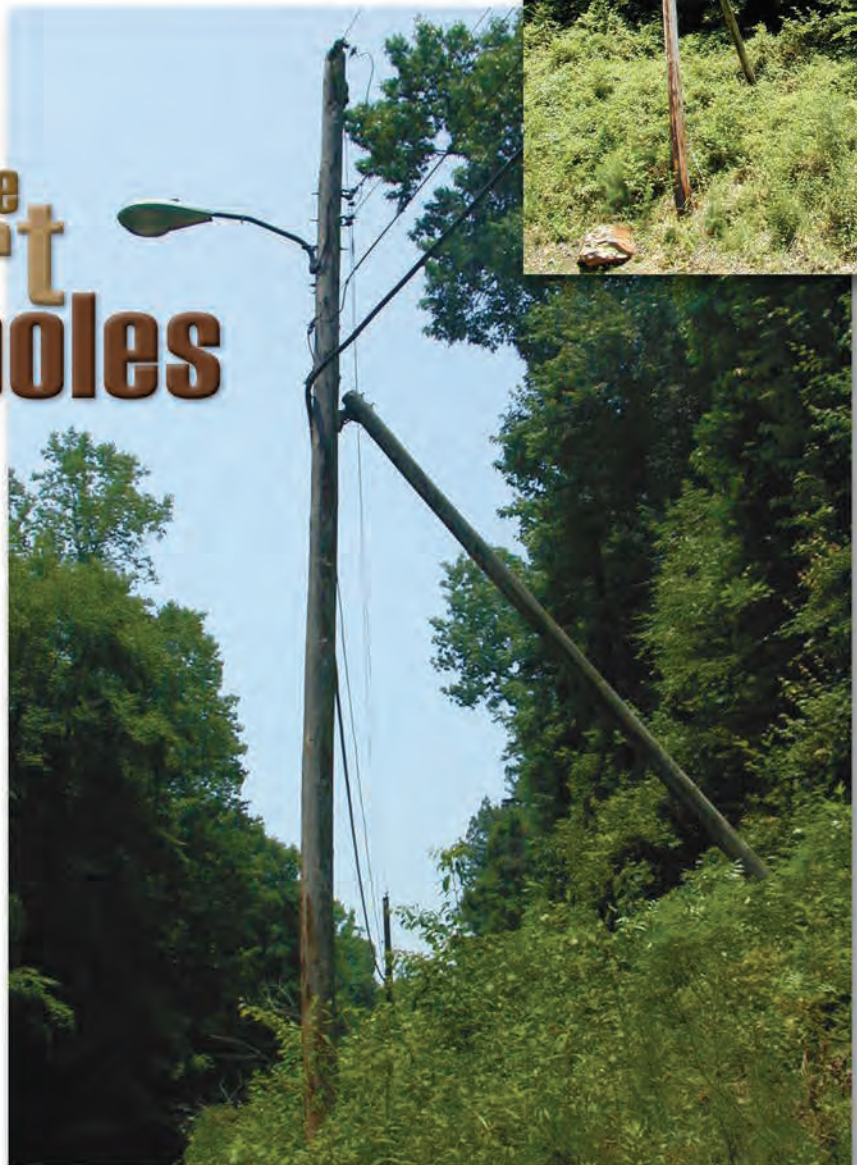
Push-Brace Support Poles *Pole Setting Foam Used With*

Use Pole Setting Foam when poles are set in poor soil or rocky conditions that requires a push brace support.

Pole Setting Foam will structurally support both the pole and the push brace with low-density and high-strength foam.

According to industry standard testing procedures, Pole Setting Foam achieves a minimum of 75 psi compressive strength. That results up to three times greater than that of properly tamped soil.

Pole Setting Foam reaches 50% of full strength in approximately 3 minutes and 80% of full strength within 60 minutes. Hardware can be strung after 15 minutes.





Straighten **Leaning** *Pole Setting Foam* *Used To* **Poles**

Pole Setting Foam corrects poles that are leaning due to wind damage or soil failure. It eliminates the usual problems of excavating, hauling select backfill, and re-tamping. Groundline protection is accomplished simultaneously with straightening. Most poles can be straightened with a crew of two. Short guy wires can be eliminated. Kits can be carried on trucks.

With Pole Setting Foam, pole structures can be straightened with less manpower and equipment. No tamping is required, and no outside power source is needed for mixing.

Rainbow's Pole Setting Foam is a hydrophobic, two-part polyurethane foam that expands to fill the peripheral void between the pole and undisturbed ground. With low density and high strength it can structurally support the pole, and the physical properties of the pole will not be affected by wet soil conditions. Pole Setting Foam has a compressive strength that is up to three times greater than that of properly tamped native soil.

After mixing, it expands immediately and reaches 50% of full strength in approximately 3 minutes and 80% of full strength within 60 minutes. Once poured, the Pole Setting Foam expands to approximately 15 times its original volume. When using Pole Setting Foam to straighten a leaning pole it is recommended to keep the pole plumb for 15-20 minutes due to the tension on the pole from guy wires, cables, hardware, and transformers. This will give the foam time to cure to support the pole.





Advantages of Direct Buried Decorative Light Poles:

- Lower labor cost.
- Lower construction equipment costs associated with pole installation.
- Reduced or eliminated need for lifting equipment.
- Reduced traffic interruptions and required traffic management costs.
- Faster, simpler, easier, less expensive site preparation.
- No concrete foundation needed.
- Ideal for underground wiring applications.

Problems Associated with Direct Buried Decorative Light Poles:

- Poles with tapered bases cannot be properly tamped, **causing the poles to lean.**
- Tamping can cause damage to the pole structure.
- Corrosion below ground level of pole.
- Poor soil conditions require the use of concrete.
- Concrete is very difficult to re-enter.
- Heavy trucks and concrete trucks cause damage to the landscape.

Street & Decorative Pole Setting Foam Used With Lighting

Advantages of Using Rainbow's Pole Setting Foam:

- Kits available for installing and straightening decorative lighting poles.
- No tamping required.
- No concrete needed.
- Kits can be carried on trucks.
- Set poles in minutes - not hours or days compared to concrete.
- Three times stronger shear strength than native backfill.
- Can be easily re-entered.
- Eliminates below-ground corrosion.
- No damage to landscape caused by heavy equipment and trucks.
- Will not HARM CABLES OR WIRES.

All this results in significant cost saving and **NO LEANING POLES.**



Sports, Recreational, & Facility Athletic *Pole Setting Foam* *Used With* **Lighting**

Setting poles for sports, recreational, and athletic lighting may be done without hauling crushed stone, concrete, or native backfill to the site. Rainbow's Pole Setting Foam will increase uplift up to three times that of conventional backfill. It may be used on wood, concrete, steel, and fiberglass poles with no harm to the structure.

There is no need for heavy cement trucks, which cause damage to the landscape. Just plumb the pole, mix the appropriate size kit of Pole Setting Foam and within 60 minutes the hardware and lights can be installed.



Pole Setting Foam displays excellent adhesion to steel poles, ensuring the entire volume of backfill material is solidly bonded to the pole. Pole Setting Foam backfill helps transfer the uplift or compressive loads into the soil. Pole Setting Foam adhesion to the soil greatly exceeds the shear strength of the soil.

Pole Setting Foam, unlike mechanical tampers, will not damage the galvanization or pre-coating on the pole. The manufacturers of directly embedded steel poles have historically coated the embedded portion of the pole with asphaltic coating to help

manage soil corrosion problems. This coating acts as a barrier in eliminating electron transfer and oxidation of the metal in steel poles. The polyurethane properties of Pole Setting Foam share the same urethane soil coating rating and provide the same protective advantages as the coatings used by the steel pole manufacturers.

Pole Setting Foam can be used with Precast Concrete Bases or direct-buried poles with no need for tamping of native soils or the use of additional concrete.



There are occasions when pad-mounted equipment will begin to sink or shift due to poor soil conditions, erosion, or improperly tamped native soil. Leveling of the pad-mounted equipment can be done simply, economically, and quickly using Rainbow's Pole Setting Foam. There is no need for hauling in rock or crushed stone, or trying to shovel material under the pad in an attempt to make the pad level.

Pole Setting Foam will expand under the pad to form a level and strong base for the pad and equipment to rest on and has a minimum compressive strength (75 psi) that is up to three times greater than that of properly tamped native soil. Pole Setting Foam is not affected by water or wet soil conditions.

Pole Setting Foam is closed-cell foam and will assist in preventing insects and rodents from entering the equipment and burrowing under the pad. The Pole Setting Foam will also help prevent further erosion of the soil under the pad and can be used with all types of concrete and fiberglass pads.

Once the pad-mounted equipment has been leveled with either a hydraulic jack or digger derrick, mix the required Pole Setting Foam Kit according to the directions and pour the mixed foam under the pad. The foam is self-leveling and will become hard within minutes so the pad can be released from the support. If any excess foam escapes from under the pad, it can be trimmed and removed with a shovel.

Pole Setting Foam has many applications in telecommunication and utility markets for leveling such equipment as pad-mounted transformers, power substations, cross-connect boxes, DLC cabinets, and pad-mounted phone booths.



leveling Pad-mounted Equipment

*Pole Setting Foam
Used for*

SPECIFICATIONS

Rainbow's Pole Setting Foam

KIT SIZES:



79701 - Street Lighting Kit:

This kit contains:

- 1 Plastic container "A"
- 1 Plastic container "B"
- 1 Pair of vinyl gloves

This kit will yield approximately 1 cubic foot of foam. It is designed for setting street lights, decorative lights, leveling pads, and DOT signs.

Mixing directions and directions for disposal are on all containers. This size kit is designed to be shaken. Both containers A and B are shipped in a sturdy corrugated box.



79702 - Straightening Kit:

This kit contains:

- 1 Plastic container "A"
- 1 Plastic container "B"
- 1 Pair of vinyl gloves

This kit will yield approximately 2 cubic feet of foam. It is designed mainly to straighten leaning distribution poles and DOT signs and to level pad-mounted equipment.

Mixing directions and directions for disposal are on all containers. This size kit is designed to be shaken. Both containers A and B are shipped in a sturdy corrugated box.



79703 - Straightening Kit:

This kit contains:

- 1 Plastic container "A"
- 1 Plastic container "B"
- 1 Pair of vinyl gloves

This kit will yield approximately 3 cubic feet of foam. It is designed for straightening leaning transmission poles, setting street lights or decorative poles, and leveling pad-mounted equipment.

Mixing directions and directions for disposal are on all containers. This size kit is designed to be shaken. Both containers A and B are shipped in a sturdy corrugated box.

Rainbow's Pole Setting Foam

KIT SIZES:



79705 - Pole Setting Kit:

This kit contains:

- 1 Plastic container "A"
- 1 Plastic container "B"
- 1 Stirring stick

This kit will yield approximately 5 cubic feet of foam. It is designed to set distribution poles.

Mixing directions and directions for disposal are on all containers. Both containers A and B are shipped in a sturdy corrugated box.



79706 - Pole Setting Kit:

This kit contains:

- 1 Plastic container "A"
- 1 Plastic container "B"
- 1 Stirring stick

This kit will yield approximately 6 cubic feet of foam. It is designed mainly for setting larger distribution poles and smaller transmission poles.

Mixing directions and directions for disposal are on all containers. Both containers A and B are shipped in a sturdy corrugated box.



79707 - Pole Setting Kit:

This kit contains:

- 1 Plastic container "A"
- 1 Plastic container "B"
- 1 Stirring stick

This kit will yield approximately 7 cubic feet of foam. It is designed mainly for setting larger distribution poles and smaller transmission poles.

Mixing directions and directions for disposal are on all containers. Both containers A and B are shipped in a sturdy corrugated box.



79709 - Pole Setting Kit:

This kit contains:

- 1 Plastic container "A"
- 1 Plastic container "B"
- 1 Stirring stick

This kit will yield approximately 9 cubic feet of foam. It is designed mainly for setting larger distribution poles and smaller transmission poles.

Mixing directions and directions for disposal are on all containers. Both containers A and B are shipped in a sturdy corrugated box.



Rainbow's Pole Setting Foam

Instructions for the use of Rainbow's Pole Setting Foam 1, 2, and 3 Cubic Feet Kits

Rainbow's Pole Setting Foam is designed for the rapid, intermediate backfilling of pole holes. ***It provides a strong foundation, where hardware may be attached within 15 to 30 minutes after pouring. For lower temperatures wait a full 30 minutes.*** It may be used with any type of pole in any type of soil or rock. The Volume Index Chart can be used to estimate the amount of material required for each pole based on the pole diameter, and diameter and depth of hole.

1. Once the pole is placed in the hole and backfilled to comply with the local bonding and grounding practices, the annular (void between pole and ground) space should be measured and checked for standing water.
2. Although our foam is hydrophobic, reacting on top of the water, we suggest using our foam in no more than 2" of standing water in the pole hole due to the void that will be left in the hole bottom. To ensure butt stabilization and strength, we suggest to pump or backfill to this recommended water level. Either continue to fill the hole with soil until no water is visible or pump the hole to remove the standing water.
3. Using the Volume Index Guide provided, select the correct size kit or combination of kits required for intermediate filling. In those cases in which the pole base is to be landscaped it is advisable to leave one (1) foot of soil above the foam. Where the pole base will be paved, the paving specifications should be consulted for the unfilled amount to be left for the base and paving.
4. The foam is self-adhesive and will bond to existing foam but it is best to have the correct number of kits at the site to be filled; however, a hole may always be topped off.
5. Each kit contains a container of polyol (Part A), a container of pre-polymer (Part B) and gloves in a box. The larger (Part A) container serves as a mixing vessel. Note: Where multiple kits are required to fill a hole, the expansion of the subsequent kits may be accelerated by the heat generated by the first kit.
6. Remove the containers, and gloves from the box. Use eye protection according to local practices when handling any chemical. The gloves are supplied to prevent skin contact with the foam system. They should not be used in place of work gloves. Put on the gloves supplied or other approved protective glove. Then remove the caps from both containers and pour the Part B into the container containing Part A. Be sure to completely empty the container into the other container as they contain the exact mix needed to produce the best foam.

CAUTION: MATERIAL EXPANDS RAPIDLY AFTER MIXING AND WILL RUPTURE CONTAINER IF CAP IS NOT REMOVED.

DO NOT REPLACE CAP ON CONTAINER A BEFORE MIXING, INSTEAD PLACE GLOVED HAND OVER SPOUT AND HOLD FIRMLY WHILE SHAKING.

7. Place gloved hand over spout of container A and hold firm while shaking. Shake vigorously for 30 seconds at 70°F; add 10 seconds of shaking for each 10°F below 70°F. For temperatures above 70°F, reduce shaking time by 5 seconds for each 10°F increment.
8. After mixing, remove hand and begin pouring the foam into the hole. **Note: Immediately pour material before expansion starts!** Where appearance is not a factor, it may be helpful to wet the pole above finished grade with some foam to seal the ground line level. The liquid is self-leveling and can be poured from one side of the hole unless the distance between the pole and the wall is less than 2 inches. If such is the case, it will be better to pour the liquid around the pole or post. Rising will begin slowly and will be complete within 2 minutes.
9. The empty Part A container should be placed in the box. The empty Part B container should have an ounce or two of water poured into it and placed in the box. Dispose of empty containers in an approved manner.
10. Hold pole for 3 minutes (or 5 minutes in windy conditions). When using Pole Setting Foam to straighten a leaning pole, it is recommended to keep the pole plum for 15-20 minutes due to the tension on the pole from guy wires, cables, hardware, and transformers. This will give the foam time to cure to support the pole.

Mixing Times

100°F - 15 Seconds
90°F - 20 Seconds
80°F - 25 Seconds
70°F - 30 Seconds
60°F - 40 Seconds
50°F - 50 Seconds
40°F - 1 Minute

Equipment Required: Pair of safety goggles and protective gloves

Storage & Handling: Store in a dry location between 50°F and 90°F

Containers of Pole Setting Foam should be stored in an enclosed dry area out of the weather and extreme temperatures should be avoided. Cold temperatures do not ruin the material, but when material is below 70° during mixing, the material will not react and expand as efficiently as it should. Excessively hot temperatures make the material react too fast, giving little time to mix and pour.

When handling Rainbow's Pole Setting Foam chemicals, contact with the skin and clothing should be avoided. Disposable gloves should be worn. When mixing the material, protective goggles should be worn to avoid splashing chemicals in eyes.

Material Safety Data Sheet available beginning on page 28.

Disposal should be in accordance with local, state, and Federal regulations. For unused or expired material, completely mix the two-components together and dispose as non-hazardous waste after product has cured.



Rainbow's Pole Setting Foam

Instructions for the use of Rainbow's Pole Setting Foam 1, 2, and 3 Cubic Feet Kits For Leveling Pad-Mounted Equipment

Rainbow's Pole Setting Foam may also be used for leveling Pad-Mounted Equipment due to sinking or shifting caused by poor soil conditions or improperly tamped native soil. Leveling of the pad-mounted equipment can be done simply, economically, and quickly using Rainbow's Pole Setting Foam.

1. Once the pad-mounted equipment has been leveled with either a hydraulic jack or digger derrick, mix the required Pole Setting Foam Kit according to the directions and pour the mixed foam under the pad. In most cases either the 1 cubic foot or the 2 cubic foot kit will fill the void under the pad.
2. In cases where there is extreme erosion or shifting of soil under the pad it may be necessary to construct a form around the pad to contain the foam until it has hardened. The form may be constructed of any lightweight material to keep the foam in place. If any excess foam escapes from under the pad, it can be trimmed and removed with a shovel. The foam is self-leveling and will become hard within 5 minutes so the pad can be released from the support.
3. Rainbow's Pole Setting Foam is closed-cell foam and will assist in preventing insects and rodents from entering the equipment and burrowing under the pad. The Pole Setting Foam will also prevent further erosion of the soil under the pad and can be used with all types of concrete and fiberglass pads.
4. The foam is self-adhesive and will bond to existing foam but it is best to have the correct number of kits at the site to be filled; however, a void under the pad may always be topped off with additional foam.
5. Each kit contains a container of polyol (Part A), a container of pre-polymer (Part B) and gloves in a box. The larger (Part A) container serves as a mixing vessel. Note: Where multiple kits are required to fill the void under the pad, the expansion of the subsequent kits may be accelerated by the heat generated by the first kit.
6. Remove the containers, and gloves from the box. Use eye protection according to local practices when handling any chemical. The gloves are supplied to prevent skin contact with the foam system. They should not be used in place of work gloves. Put on the gloves supplied or other approved protective glove. Then remove the caps from both containers and pour the Part B into the container containing Part A. Be sure to completely empty the container into the other container as they contain the exact mix needed to produce the best foam.

CAUTION: MATERIAL EXPANDS RAPIDLY AFTER MIXING AND WILL RUPTURE CONTAINER IF CAP IS NOT REMOVED.

DO NOT REPLACE CAP ON CONTAINER A BEFORE MIXING, INSTEAD PLACE GLOVED HAND OVER SPOUT AND HOLD FIRMLY WHILE SHAKING.

7. Place gloved hand over spout of container A and hold firm while shaking. Shake vigorously for 30 seconds at 70°F; add 10 seconds of shaking for each 10°F below 70°F. For temperatures above 70°F, reduce shaking time by 5 seconds for each 10°F increment.
8. After mixing, remove hand and begin pouring the foam into the hole. **Note: Immediately pour material before expansion starts!** Rising will begin slowly and will be complete within 2 minutes.
9. The empty Part A container should be placed in the box. The empty Part B container should have an ounce or two of water poured into it and placed in the box. Dispose of empty containers in an approved manner.

Mixing Times

100°F - 15 Seconds
90°F - 20 Seconds
80°F - 25 Seconds
70°F - 30 Seconds
60°F - 40 Seconds
50°F - 50 Seconds
40°F - 1 Minute

Equipment Required: Pair of safety goggles and protective gloves

Storage & Handling: Store in a dry location between 50°F and 90°F

Containers of Pole Setting Foam should be stored in an enclosed dry area out of the weather and extreme temperatures should be avoided. Cold temperatures do not ruin the material, but when material is below 70° during mixing, the material will not react and expand as efficiently as it should. Excessively hot temperatures make the material react too fast, giving little time to mix and pour.

When handling Rainbow's Pole Setting Foam chemicals, contact with the skin and clothing should be avoided. Disposable gloves should be worn. When mixing the material, protective goggles should be worn to avoid splashing chemicals in eyes.

Material Safety Data Sheet available beginning on page 28.

Disposal should be in accordance with local, state, and Federal regulations. For unused or expired material, completely mix the two-components together and dispose as non-hazardous waste after product has cured.



Rainbow's Pole Setting Foam

Instructions for the use of Rainbow's Pole Setting Foam 5, 6, 7, and 9 Cubic Feet Kits

Rainbow's Pole Setting Foam is designed for the rapid, intermediate backfilling of pole holes. ***It provides a strong foundation, where hardware may be attached within 15 to 30 minutes after pouring. For lower temperatures wait a full 30 minutes.*** It may be used with any type of pole in any type of soil or rock. The Volume Index Chart can be used to estimate the amount of material required for each pole based on the pole diameter, and diameter and depth of hole.

1. Once the pole is placed in the hole and backfilled to comply with the local bonding and grounding practices, the annular (void between pole and ground) space should be measured and checked for standing water.
2. Although our foam is hydrophobic, reacting on top of the water, we suggest using our foam in no more than 2" of standing water in the pole hole due to the void that will be left in the bottom of the hole. To ensure butt stabilization and strength, we suggest to pump or backfill to this recommended water level. Either continue to fill the hole with soil until no water is visible or pump the hole to remove the standing water.
3. Using the Volume Index Chart provided, select the correct size kit or combination of kits required for intermediate filling. In those cases in which the pole base is to be landscaped it is advisable to leave one (1) foot of soil above the foam. Where the pole base will be paved, the paving specifications should be consulted for the unfilled amount to be left for the base and paving.
4. The foam is self-adhesive and will bond to existing foam but it is best to have the correct number of kits at the site to be filled; however, a hole may always be topped off.
5. Each kit is made up of a pail of polyol (Part A) with a mixing stick inside, and a pail of pre-polymer (Part B). The larger (Part A) pail serves as a mixing vessel. Note: Where multiple kits are required to fill a hole, the expansion of the subsequent kits may be accelerated by the heat generated by the first kit.
6. Use eye protection according to local practices when handling any chemical. Tear the tab to completely remove the top of the pails and set the tops aside to serve as a cover when disposing of the empty containers. Pour Part B into the pail of Part A. Be sure to completely empty the Part B pail into the Part A pail as they contain the exact mix needed to produce the best foam. Stir vigorously for 30 seconds at 70°F; add 10 seconds of stirring for each 10°F below 70°F. For temperatures above 70°F, reduce mixing time by 5 seconds for each 10°F increment. Material will turn to a tan color just prior to expansion.
7. After mixing, begin pouring the foam into the hole. **Note: Immediately pour material before expansion starts! CAUTION: MATERIAL BECOMES VERY HOT AFTER MIXING.** Where appearance is not a factor, it may be helpful to wet the pole above finished grade with some foam to seal the ground line level. The liquid is self-leveling and can be poured from one side of the hole unless the distance between the pole and the wall is less than 2 inches. If such is the case, it will be better to pour the liquid around the pole or post. Rising will begin slowly and will be complete within two minutes.
8. The empty Part B pail should have an ounce or two of water poured into it. Replace the lids and dispose of both pails in an approved manner.
9. Hold pole for 3 minutes (or 5 minutes in windy conditions). When using Pole Setting Foam to straighten a leaning pole, it is recommended to keep the pole plum for 15-20 minutes due to the tension on the pole from guy wires, cables, hardware, and transformers. This will give the foam time to cure to support the pole.

CAUTION: MATERIAL BECOMES VERY HOT AFTER MIXING

Mixing Times

90°F - 20 Seconds
80°F - 25 Seconds
70°F - 30 Seconds
60°F - 40 Seconds
50°F - 50 Seconds
40°F - 1 Minute

Equipment Required: Pair of safety goggles and protective gloves

Optional Equipment: High Speed Drill (replaces manual mixing)

Storage & Handling: Store in a dry location between 50°F and 90°F

Containers of Pole Setting Foam should be stored in an enclosed dry area out of the weather and extreme temperatures should be avoided. Cold temperatures do not ruin the material, but when material is below 70° during mixing, the material will not react and expand as efficiently as it should. Excessively hot temperatures make the material react too fast, giving little time to mix and pour.

When handling Rainbow's Pole Setting Foam chemicals, contact with the skin and clothing should be avoided. Protective gloves should be worn. When mixing the material, protective goggles should be worn to avoid splashing chemicals in eyes.

Material Safety Data Sheet available beginning on page 28.

Disposal should be in accordance with local, state, and Federal regulations. For unused or expired material, completely mix the two-components together and then dispose as non-hazardous waste after product has cured.



Rainbow's Pole Setting Foam

Volume Index Chart for Kit Requirements

1. Follow the chart to the correct hole diameter.
2. Follow the chart to the correct pole butt diameter (inches) and hole depth (feet).
3. The number will indicate the correct amount of foam needed in cubic feet.*

Example: 7 cubic feet of foam

Pole Diameter (Inches)	Hole Depth (Feet)
18" Hole Diameter	6
11.0	7

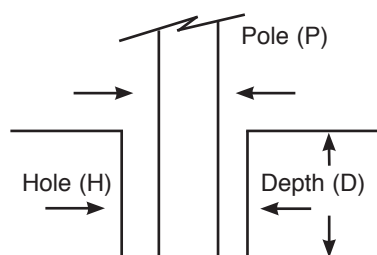
*These numbers have been rounded to the nearest cubic foot (+/-) to determine the needed amount of foam per application.

Example: 18" Hole Diameter
11" Pole Diameter
6' Depth
7 Cubic Feet of Foam

You can use the formula below to calculate the cubic feet of foam needed. In the formula, all dimensions are in inches.

Formula:

$$\frac{(H^2 - P^2)D}{2200}$$



Catalog Number 79701 = 1 cubic foot kit
Catalog Number 79702 = 2 cubic feet kit
Catalog Number 79703 = 3 cubic feet kit
Catalog Number 79705 = 5 cubic feet kit
Catalog Number 79706 = 6 cubic feet kit
Catalog Number 79707 = 7 cubic feet kit
Catalog Number 79709 = 9 cubic feet kit

Pole Diameter (Inches)	Hole Depth (Feet)						
	4	5	6	7	8	9	10
8" Hole Diameter							
5.0	1	1					
6.2	1	1					
18" Hole Diameter							
7.0	6	8	9	11	12	13	15
8.0	6	7	9	10	12	12	14
9.0	6	7	8	9	11	12	13
10.0	5	6	8	9	9	11	12
11.0	5	6	7	8	9	10	11
12.0	4	5	6	7	8	9	10
13.0	4	4	5	6	7	7	9
14.0	3	4	4	5	6	6	7
15.0	2	3	4	4	5	5	6
16.0	2	2	2	3	3	3	4
24" Hole Diameter							
12.0	10	12	14	17	19	20	24
13.0	9	11	14	16	18	19	22
14.0	9	11	13	15	17	18	21
15.0	8	10	12	14	16	17	19
16.0	7	9	11	12	14	15	18
17.0	7	8	10	11	13	14	16
18.0	6	7	9	10	11	12	14
19.0	5	6	7	9	10	10	12
20.0	4	5	6	7	8	8	10
22.0	2	3	3	4	3	5	5
36" Hole Diameter							
18.0			32	37	43	45	53
20.0			30	34	39	42	49
22.0			27	31	36	38	44
24.0			24	28	32	34	39
26.0			21	24	27	29	33
28.0			17	20	23	24	27
30.0			13	15	18	19	21
32.0			9	11	12	13	15
34.0			5	6	6	7	7
48" Hole Diameter							
36.0	39	44	47	55	61	66	77
38.0	33	38	40	47	52	56	66
40.0	27	31	33	39	42	46	54
42.0	21	24	25	30	33	36	41
44.0	14	16	17	20	22	24	28
46.0	8	8	9	10	12	12	15

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Rainbow's Pole Setting Foam

Disposal

Components A and B

There are occasions when pouring A into B or B into A that some of the liquid remains in one of the containers.

Proper Disposal of Residue:

After mixing and pouring of Rainbow's Pole Setting Foam, pour as much of the residue as you can into the mixing container.

Either component will react with any residue in the mixing container to become "inert" polyurethane.

If unable to pour all the liquid residue, 40 CFR 261 is applicable, since the liquids A or B are classified as non-hazardous waste. As long as liquid residue is less than 1" or 3% of the total volume by weight in a container of less than 110 gallons, the waste may be disposed of as non-hazardous.

In some locations, a solid landfill that accepts high-density polyethylene containers is a suitable disposal site.

Refer to all state and local regulations for your location concerning types of landfill available.

Solids

For purposes of definition, Solid shall mean cured polyurethane foam.

Once the components A and B have been mixed and "foamed-up" and cured (full curing time is 12 hours), it becomes an inert material. This is a material in which no further chemical reaction will take place.

In accordance with the 1992 EPA TCLP test, Rainbow's Pole Setting Foam does not leachate any material detrimental to the environment.

The inert, "foamed-up" Rainbow's Pole Setting Foam may be disposed of to a solid landfill that accepts inert solid materials.

Refer to all state and local regulations for your location concerning the type of landfills available.

Storage and Handling

Containers of Rainbow's Pole Setting Foam should be stored in an enclosed dry area out of the weather and extreme temperatures should be avoided. **The material should be stored between 50° and 90°F.** Cold temperatures do not ruin the material, but when material is below 70° during mixing, the material will not react and expand as efficiently as it should. Excessively hot temperatures make the material react too fast, giving little time to mix and pour.

When handling Rainbow's Pole Setting Foam chemicals, contact with the skin and clothing should be avoided. Disposable gloves should be worn. When mixing the material, protective goggles should be worn to avoid splashing chemicals in eyes.

Points to Remember

1. Read all directions carefully.
2. Use proper safety equipment, goggles, and gloves.
3. Do not auger holes too large. This will result in excessive material usage. Hole diameter need only be 4 to 6 inches larger than pole diameter.
4. Avoid extreme storage temperatures. Store between 50° and 90°F.
5. Mix close to hole. Once the chemicals are combined, the reaction cannot be stopped.
6. The colder the materials, the slower the reaction time. The hotter the materials, the faster the reaction time. Excessively hot or cold material may increase density or reduce expansion, causing an increase in material requirements.
7. Cleaning solvent will not dissolve Rainbow's Pole Setting Foam that has completely cured.
8. Avoid skin and eye contact. In case of contact, flush with water. Obtain medical attention if necessary.*
9. Avoid breathing vapors. Use only in well-ventilated areas.*
10. Keep containers tightly closed. Do not allow water contamination.

Rainbow Technology Corporation assumes no risk whatsoever as a result of the use or misuse of Rainbow's Pole Setting Foam. The customer's exclusive remedy as to any breach of warranties or negligence claim shall be limited to the material's purchase price.

*If necessary, refer to Material Safety Data Sheet and/or call: Chem-Tel Inc 1-800-255-3924

TEST RESULTS



Report For: CHEMQUE
266 Humberline Drive
Rexdale, ONTARIO
M9W 5X1

Phone: (416) 679-5676
Fax: (416) 679-0511

Laboratory #: 323260 - 03

Report Date: January 7th, 2003
Received Date: December 20th, 2002

Customer P.O.#: B. Russel

Attention: Bruce Russell

Specimen: Foam

TEST REPORT

RE: DETERMINATION OF EXPANSION RATIO FOR Q-SET 275 POLE SETTING FOAM

Introduction

Three samples of Q-Set 275 foam were received from Chemque for determination of the expansion ratios.

NOTE: Tested on behalf of Rainbow Technology Inc. and material submitted by Chemque.

The results of testing the samples are outlined in this report.

Results

The Chemque Mixing and Dispensing Instructions were used to mix and pour the foam into a box measuring approximately 15 x 15 x 15 cm. The box was lined with polyethylene film. After 1 hour of curing, the foam blocks were separated from the film.

Square specimens were cut from the three foam blocks, measuring roughly 2.5 x 2.5 x 2.5 cm. The weight of the foam specimens was measured directly. The expanded volume of the foam blocks was measured by water displacement.

This report is subject to the following terms and conditions: 1. This report relates only to the specimen provided and there is no representation or warranty that it applies to similar substances or materials or the bulk of which the specimen is a part. 2. The content of this report is for the information of the customer identified above only and it shall not be reprinted, published or disclosed to any other party except in full. Prior written consent from Cambridge Materials Testing Limited is required. 3. The name Cambridge Materials Testing Limited shall not be used in connection with the specimen reported on or any substance or materials similar to that specimen without the prior written consent of Cambridge Materials Testing Limited. 4. Neither Cambridge Materials Testing Limited nor any of its employees shall be responsible or held liable for any claims, loss or damages arising in consequence of reliance on this report or any default, error or omission in its preparation or the tests conducted. 5. Specimens are retained 3 months, test reports and test data are retained 10 years from date of final test report and then disposed of, unless instructed otherwise in writing.

Page 1 of 2

Cambridge Materials Testing Limited

Per *James Macpherson* QUALITY ASSURANCE
Per *Derek Wild* TECHNICIAN



Results (Cont'd)

Cartridge	Sample #	Foam Weight (g)	Initial Volume cm ³	Expanded Volume cm ³	Volume Expansion Ratio	Foam Density (g/cm ³)	Foam Density (lb/ft ³)
1	1	1.904	1.641	23	14.0:1	0.083	5.2
	2	1.865	1.608	20	12.4:1	0.093	5.8
	Average				13.2:1	0.088	5.5
2	1	1.986	1.712	22	12.9:1	0.090	5.6
	2	1.677	1.446	19	13.1:1	0.088	5.5
	Average				13.0:1	0.089	5.6
3	1	1.763	1.520	21	13.8:1	0.084	5.2
	2	1.762	1.519	20	13.2:1	0.088	5.5
	Average				13.5:1	0.086	5.4

Calculation Methods

Specific Gravity of Samples (before Mixing) = 1.16

Initial Volume = Foam Weight / 1.16

Expansion Ratio = Expanded Volume / Initial Volume

Foam Density (g/cm³) = Foam Weight (g) / Expanded Volume (ml)

Foam Density (lb/ft³) = Foam Density (g/cm³) x 62.42796



Report For: Chemque Inc./Rainbow
266 Humberline Dr.
Rexdale, Ontario
M9W 5X1
Phone: 416-679-5676
Fax: 416-679-0511

Laboratory #: 323507-02

Report Date: January 7, 2003

Received Date: December 24, 2002

Attention: Bruce Russell

Specimen: Rigid Cellular Material, Q-Set 275 Pole Setting Foam

COMPRESSION TEST REPORT

Tested on behalf of Rainbow Technology Inc. Material submitted by Chemque.

Fifteen specimens were subjected to compression testing in accordance with ASTM D1621-00 with a test speed of 0.1"/minute. The nominal dimensions of the specimens were 2" x 2" by 1" thick. The specimens were conditioned for a minimum of 40 hours at 23 ± 2°C and 50 ± 5% relative humidity prior to testing.

RESULTS

Sample I.D.	Modulus of Elasticity in Compression (psi)	Compressive Strength (psi)	Percent Core Deformation
1	929	98.0	10.0
2	1,568	124.8	8.3
3	1,123	122.3	10.0
4	911	97.8	10.0
5	1,078	112.8	10.0
6	1,296	110.5	9.2
7	1,030	124.5	9.6
8	1,584	124.3	10.0
9	953	120.3	10.0
10	1,122	118.0	10.0
11	1,000	117.5	10.0
12	974	126.5	10.0
13	1,144	110.0	10.0
14	1,506	121.3	10.0
15	1,189	121.5	10.0
Average	-	116.7	-

The yield point occurred before 10% deformation for specimen #'s 2, 6, & 7; therefore their compressive strength and percent core deformation were determined at the yield point. For all other specimens the yield point had not occurred before 10 % deformation; therefore their compressive strength was determined at 10% deformation.

This report is subject to the following terms and conditions: 1. This report relates only to the specimen provided and there is no representation or warranty that it applies to similar substances or materials or the bulk of which the specimen is a part. 2. The content of this report is for the information of the customer identified above only and it shall not be reprinted, published or disclosed to any other party except in full. Prior written consent from Cambridge Materials Testing Limited is required. 3. The name Cambridge Materials Testing Limited shall not be used in connection with the specimen reported on or any substance or materials similar to that specimen without the prior written consent of Cambridge Materials Testing Limited. 4. Neither Cambridge Materials Testing Limited nor any of its employees shall be responsible or held liable for any claims, loss or damages arising in consequence of reliance on this report or any default, error or omission in its preparation or the tests conducted. 5. Specimens are retained 3 months, test reports and test data are retained 10 years from date of final test report and then disposed of, unless instructed otherwise in writing.

Page 1 of 1

Cambridge Materials Testing Limited

Per Jane Franco

QUALITY ASSURANCE

Per Chris Clegg

TECHNICIAN

Q O R E

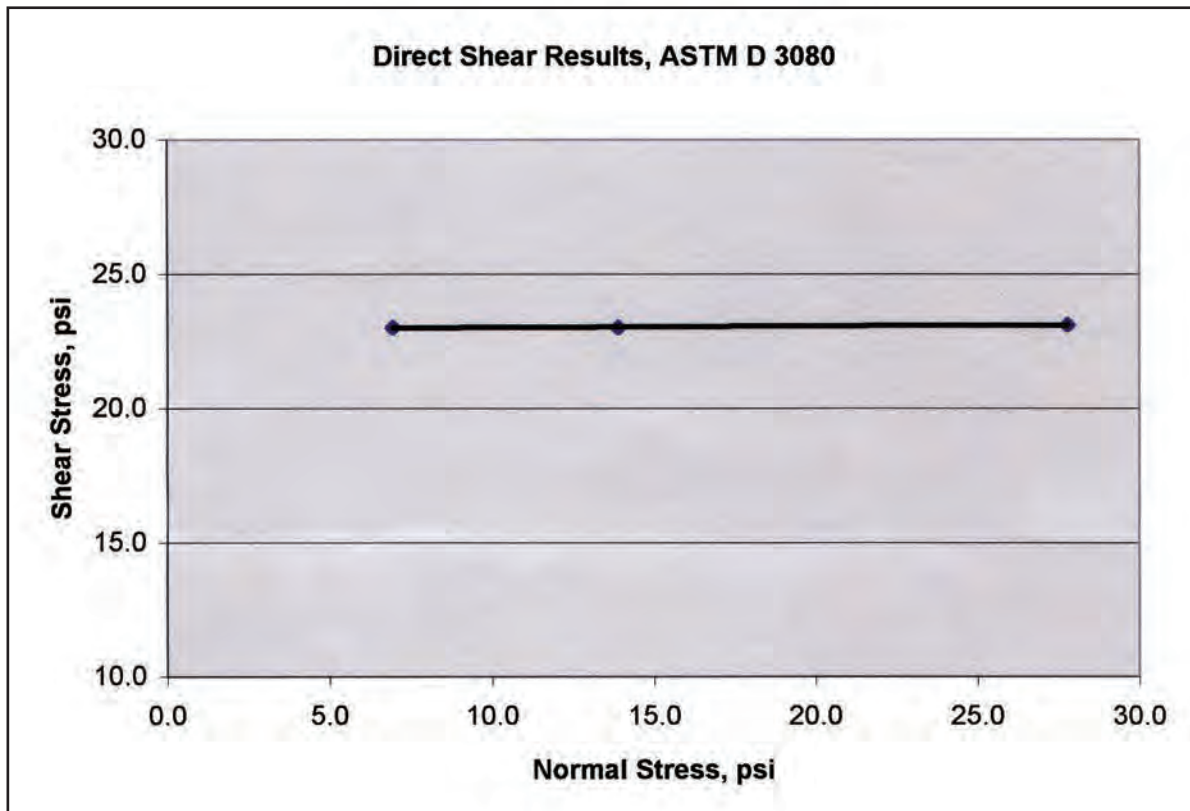
Property Sciences

DIRECT SHEAR TEST (ASTM D-3080)

Project Name:	Direct Shear Testing	Job Number:	10650
Location of project:	Birmingham, AL	Boring No.	NA
		Sample No.	1
Description of Soil	Hydrophobic Pole Setting Foam	Depth of Sample	NA
Tested By:	Clark Lamb	Date of Testing	8/26/02
Conditions:	Mixed in dry (no water)		
Drainage:	NA		

Point	Normal stress	Shear stress	Units
1	6.9	23.0	psi
2	13.9	23.0	psi
3	27.8	23.1	psi

cohesion 22.9 psi
friction 0.3 degrees



Q O R E

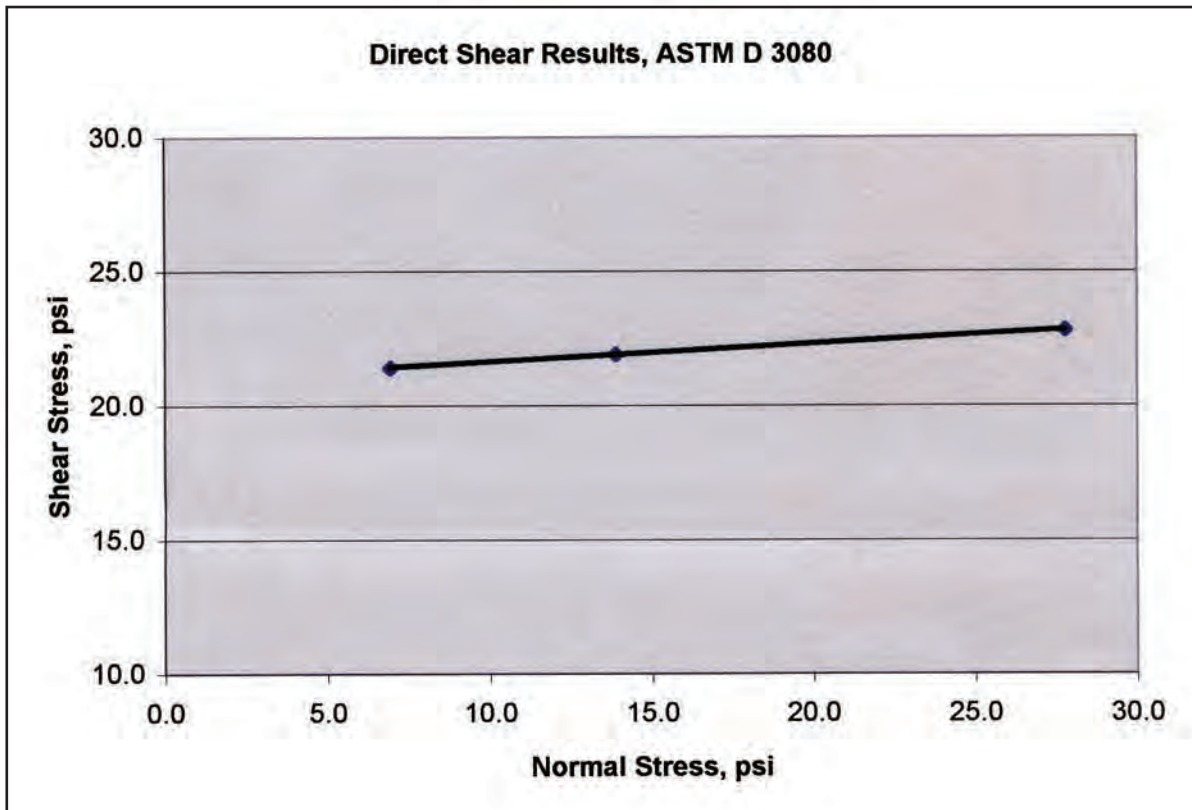
Property Sciences

DIRECT SHEAR TEST (ASTM D-3080)

Project Name:	Direct Shear Testing	Job Number:	10650
Location of project:	Birmingham, AL	Boring No.	NA
Description of Soil	Hydrophobic Pole Setting Foam	Sample No.	1
Tested By:	Clark Lamb	Depth of Sample	NA
Conditions:	Mixed w/ 10% water of volume	Date of Testing	37557
Drainage:	NA		

Point	Normal stress	Shear stress	Units
1	6.9	21.4	psi
2	13.9	21.9	psi
3	27.8	22.8	psi

cohesion 20.9 psi
friction 3.8 degrees





RAINBOW
TECHNOLOGY CORPORATION

261 Cahaba Valley Pkwy • Pelham, AL 35124-1146 • 800.637.6047 • Fax 800.521.6896
E-mail: sales@rainbowtech.net • Website: www.rainbowtech.net



Safety Data Sheet (SDS)

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product Name: Pole Setting Foam - Part A
Product No.: 79701, 79702, 79703, 79705, 79706, 79707, 79709
Manufacturer: Rainbow Technology Corporation 1-800-637-6047
Contact: Larry Joe Steeley, Jr.
Emergency Phone No. (24 Hrs.): CHEM-TEL 1-800-255-3924

SDS Issue Date: 7/10/2024
SDS Replaces Date: 2/21/2022

SECTION 2. HAZARDS IDENTIFICATION

Emergency Overview

Appearance	liquid
Color	Light Amber
Odor	characteristic

GHS Classification

Eye irritation : Category 2A

GHS label elements

Hazard pictograms :



Signal Word : Warning

Hazard Statements:

H319 Causes serious eye irritation.

Precautionary Statements:

Prevention: P264 Wash skin thoroughly after handling. P280 Wear eye protection/ face protection.

Response: P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes.

Remove contact lenses, if present and easy to do. Continue rinsing. P337 + P313 If eye irritation

Safety Data Sheet (SDS)

persists: Get medical advice/ attention.

Potential Health Effects

Carcinogenicity:

IARC

No ingredient of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

No ingredient of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No ingredient of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

No ingredient of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous ingredients

Chemical name	CAS-No.	Concentration [%]
1,1',1'',1'''-ethylenedinitrilotetrapropan-2-ol	102-60-3	10 - 20
glycerol	56-81-5	1 - 5

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

- General advice : Show this material safety data sheet to the doctor in attendance.
Symptoms of poisoning may even occur after several hours; therefore medical observation for at least 48 hours after the accident.
- If inhaled : Remove person to fresh air. If signs/symptoms continue, get medical attention.
In case of unconsciousness bring patient into stable side position for transport.
- In case of skin contact : If skin irritation persists, call a physician.
- In case of eye contact : Flush eyes with water at least 15 minutes. Get medical

Safety Data Sheet (SDS)

	attention if eye irritation develops or persists.
If swallowed	: If accidentally swallowed obtain immediate medical attention. Rinse mouth with water. If conscious, drink plenty of water. Do NOT induce vomiting. If symptoms persist, call a physician.
Most important symptoms and effects, both acute and delayed	: Causes serious eye irritation.
Notes to physician	: No further relevant information available.

SECTION 5. FIRE-FIGHTING MEASURES

Suitable extinguishing media	: Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Water mist Foam Dry powder Carbon dioxide (CO ₂)
Specific hazards during fire fighting	: No further relevant information available.
Specific extinguishing methods	:
Further information	: In the event of fire, wear self-contained breathing apparatus. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
Special protective equipment for fire-fighters	: No special protective measures against fire required.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	: Use personal protective equipment. Ensure adequate ventilation.
Environmental precautions	: The product should not be allowed to enter drains, water courses or the soil. If the product contaminates rivers and lakes or drains inform respective authorities.
Methods and materials for containment and cleaning up	: Ensure adequate ventilation. Send for recovery or disposal in suitable containers. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Dispose of contaminated material as waste according to

Safety Data Sheet (SDS)

section 13.

SECTION 7. HANDLING AND STORAGE

- Advice on safe handling : Avoid formation of dust and aerosols.
Use only with adequate ventilation.
Handle with care.
Keep eye wash bottle available on working place.
Avoid release to the environment.
Keep out of reach of children.
- Conditions for safe storage : Keep dark, cool and dry.
Do not freeze.
- Materials to avoid :

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Ingredients with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
glycerol	56-81-5	TWA (mist, respirable fraction)	5 mg/m ³	OSHA Z-1
		TWA (mist, total dust)	15 mg/m ³	OSHA Z-1
		TWA (Total)	10 mg/m ³	OSHA P0
		TWA (Respirable fraction)	5 mg/m ³	OSHA P0
		TWA	10 mg/m ³	ACGIH
		TWA (Mist - total dust)	10 mg/m ³	OSHA P0
		TWA (Mist - respirable fraction)	5 mg/m ³	OSHA P0

Engineering measures : Please take note of national and local requirements.

Personal protective equipment

Respiratory protection : Use respiratory protection unless adequate risk management measures (exhaust/ ventilation) are provided or exposure assessment demonstrates that exposures are within recommended exposure guidelines.
In case of brief exposure or low pollution (exceeding of TLV)

Safety Data Sheet (SDS)

use breathing filter apparatus. In case of intensive or longer exposure

Hand protection	
Material	: Nitrile rubber
Remarks	: The glove material has to be impermeable and resistant to the product/the substance/the preparation. The exact break through time can be obtained from the protective glove producer and this has to be observed.
Eye protection	: Tightly fitting safety goggles
Skin and body protection	: Protective clothing
Protective measures	: Keep away from food, drink and animal feeding stuffs. Instantly remove any soiled and impregnated garments. Wash hands before breaks and immediately after handling the product. Avoid contact with the eyes and skin. Store protective clothing separately.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Color	: Light Amber
Odor	: characteristic
Odor Threshold	: is not determined
pH	: substance/mixture is non-polar/aprotic
Melting point/freezing point	: is not determined
Boiling point/boiling range	: is not determined
Evaporation rate	: is not determined
Flammability (solid, gas)	: Not classified as a flammability hazard
Upper explosion limit	: Upper flammability limit is not determined
Lower explosion limit	: Lower flammability limit is not determined
Vapor pressure	: is not determined
Relative vapor density	: is not determined
Density	: 1.03 g/cm ³
Solubility(ies)	
Water solubility	: not miscible or difficult to mix
Partition coefficient: n-octanol/water	: no data available

Safety Data Sheet (SDS)

Autoignition temperature	: not self-igniting
Thermal decomposition	: Not applicable
Explosive properties	: Not explosive

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No further relevant information available.
Chemical stability	: No decomposition if used according to the specifications.
Possibility of hazardous reactions	: None known.
Conditions to avoid	: No further relevant information available.
Incompatible materials	: No further relevant information available.
Hazardous decomposition products	: No hazardous decomposition products are known.

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

No data available

Skin corrosion/irritation

No data available

Serious eye damage/eye irritation

No data available

Respiratory or skin sensitization

No data available

Germ cell mutagenicity

No data available

Carcinogenicity

No data available

Reproductive toxicity

No data available

STOT-single exposure

No data available

STOT-repeated exposure

Safety Data Sheet (SDS)

No data available

Aspiration toxicity

No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

Components:

glycerol :

Partition coefficient: n-octanol/water : log Pow: -1.76

Mobility in soil

Product:

Mobility : Medium: Soil
Remarks: Do not allow product to reach ground water, water bodies or sewage system.

Other adverse effects

No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : Do not dispose of with domestic refuse.
Do not dispose of waste into sewer.
Hand over to disposers of hazardous waste.
Can be deposited with household garbage after solidification following consultation with the operator of the waste disposal facility and the pertinent authorities and under adherence to the necessary technical regulations.
The generation of waste should be avoided or minimized wherever possible.
Incinerate under controlled conditions in accordance with all local and national laws and regulations.
Disposal must be made according to official regulations.

Contaminated packaging : Disposal must be made according to official regulations.

Safety Data Sheet (SDS)

SECTION 14. TRANSPORT INFORMATION

International Regulations

UNRTDG

Not regulated as a dangerous good

IATA-DGR

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

Domestic regulation

49 CFR

Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION

SARA 311/312 Hazards : Serious eye damage or eye irritation

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

US State Regulations

California Prop 65 : Please contact Supplier for more information.

The ingredients of this product are reported in the following inventories:

TCSI	Not in compliance with the inventory
TSCA	All substances listed as active on the TSCA inventory
AIIC	Not in compliance with the inventory

Safety Data Sheet (SDS)

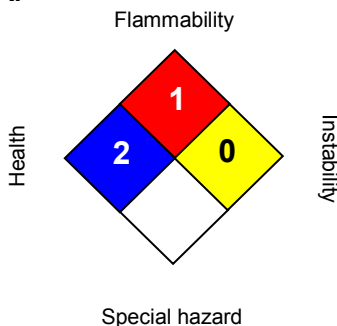
DSL	All components of this product are on the Canadian DSL
ENCS	Not in compliance with the inventory
ISHL	Not in compliance with the inventory
KECI	Not in compliance with the inventory
PICCS	Not in compliance with the inventory
IECSC	Not in compliance with the inventory
NZIoC	Not in compliance with the inventory
CHINV	The mixture contains substances listed on the Swiss Inventory
REACH	Not in compliance with the inventory
	Not in compliance with the inventory
	Not in compliance with the inventory
TECI	Not in compliance with the inventory
Inventories Legend TSCA (USA), DSL (Canada), REACH(Europe), AIIIC (Australia), NZIoC (New Zealand), ENCS (Japan), KECI (Korea), PICCS (Philippines), IECSC (China), TWINV (Taiwan)	

SECTION 16. OTHER INFORMATION

Prepared by: Global Regulatory Department
EU-MSDS@hbfuller.com

Further information

NFPA:



HMIS III:

HEALTH	0
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 =Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

This material safety datasheet only contains information relating to safety and does not replace any product information or product specification.

The information and recommendations set forth herein are believed to be accurate. Because some of the information is derived from information provided to the H.B. Fuller Company from its suppliers, and because the H.B. Fuller Company has no control over the conditions of handling and use, the H.B. Fuller Company makes no warranty, expressed or implied, regarding the accuracy of the data or the results to be obtained from the use thereof. The information is supplied solely for your information and consideration, and the H.B. Fuller Company assumes no responsibility for use or reliance thereon. It is the responsibility of the user of H.B. Fuller Company products to comply with all applicable federal, state and local laws and regulations.

Safety Data Sheet (SDS)

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product Name: Pole Setting Foam - Part B

Product No.: 79701, 79702, 79703, 79705, 79706, 79707, 79709

Manufacturer: Rainbow Technology Corporation 1-800-637-6047

Contact: Larry Joe Steeley, Jr.

Emergency Phone No. (24 Hrs.): CHEM-TEL 1-800-255-3924

SDS Issue Date: 7/10/2024

SDS Replaces Date: 2/21/2022

SECTION 2. HAZARDS IDENTIFICATION

Emergency Overview

Appearance	liquid
Color	brown
Odor	characteristic

GHS Classification

Acute toxicity (Inhalation) : Category 4
Skin irritation : Category 2
Eye irritation : Category 2A
Respiratory sensitization : Category 1
Skin sensitization : Category 1
Carcinogenicity : Category 2
Specific target organ toxicity - single exposure : Category 3 (Respiratory system)
Specific target organ toxicity - repeated exposure : Category 1

GHS label elements

Safety Data Sheet (SDS)

Hazard pictograms

:



Signal Word

: Danger

Hazard Statements:

H315 Causes skin irritation. H317 May cause an allergic skin reaction. H319 Causes serious eye irritation. H332 Harmful if inhaled. H334 May cause allergy or asthma symptoms or breathing difficulties if inhaled. H335 May cause respiratory irritation. H351 Suspected of causing cancer. H372 Causes damage to organs through prolonged or repeated exposure.

Precautionary Statements:

Prevention: P201 Obtain special instructions before use. P202 Do not handle until all safety precautions have been read and understood. P260 Do not breathe mist or vapors. P264 Wash skin thoroughly after handling. P270 Do not eat, drink or smoke when using this product. P271 Use only outdoors or in a well-ventilated area. P272 Contaminated work clothing must not be allowed out of the workplace. P280 Wear protective gloves/ protective clothing/ eye protection/ face protection. P285 In case of inadequate ventilation wear respiratory protection.

Response: P302 + P352 IF ON SKIN: Wash with plenty of soap and water. P304 + P340 + P312 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/ doctor if you feel unwell. P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. P308 + P313 IF exposed or concerned: Get medical advice/ attention. P333 + P313 If skin irritation or rash occurs: Get medical advice/ attention. P337 + P313 If eye irritation persists: Get medical advice/ attention. P342 + P311 If experiencing respiratory symptoms: Call a POISON CENTER/ doctor. P362 Take off contaminated clothing and wash before reuse.

Storage: P403 + P233 Store in a well-ventilated place. Keep container tightly closed. P405 Store locked up.

Disposal: P501 Dispose of contents/ container to an approved waste disposal plant.

Potential Health Effects

Aggravated Medical Condition : None known.

Symptoms of Overexposure : Breathing difficulties

Carcinogenicity:

IARC

No ingredient of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

No ingredient of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No ingredient of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Safety Data Sheet (SDS)

No ingredient of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous ingredients

Chemical name	CAS-No.	Concentration [%]
Polymethylene polyphenyl isocyanate	9016-87-9	90 - 100
Polymethylene polyphenyl isocyanate		90 - 100
methylenediphenyl diisocyanate	26447-40-5	70 - 90
4,4'-Methylenediphenyl diisocyanate	101-68-8	50 - 70
o-(p-isocyanatobenzyl)phenyl isocyanate	5873-54-1	10 - 20
2,2'-methylenediphenyl diisocyanate	2536-05-2	1 - 5

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

- General advice : Show this material safety data sheet to the doctor in attendance.
- If inhaled : Move to fresh air.
If symptoms persist, call a physician.
- In case of skin contact : Get medical attention if irritation develops and persists.
Take off contaminated clothing and shoes immediately.
Wash contaminated clothing before re-use.
- In case of eye contact : In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
- If swallowed : Do not induce vomiting. If conscious, give 2 glasses of water.
Get immediate medical attention.
- Most important symptoms and effects, both acute and delayed : Breathing difficulties
Causes skin irritation.
May cause an allergic skin reaction.
Causes serious eye irritation.
Harmful if inhaled.
May cause allergy or asthma symptoms or breathing difficulties if inhaled.
May cause respiratory irritation.
Suspected of causing cancer.

Safety Data Sheet (SDS)

Causes damage to organs through prolonged or repeated exposure.

SECTION 5. FIRE-FIGHTING MEASURES

- Suitable extinguishing media : Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.
- Specific hazards during fire fighting : Burning produces irritant fumes.
- Special protective equipment for fire-fighters : In the event of fire, wear self-contained breathing apparatus. Use personal protective equipment.

SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Refer to protective measures listed in sections 7 and 8.
- Methods and materials for containment and cleaning up : Soak up with inert absorbent material. Shovel into suitable container for disposal. Neutralize with the following product(s): Ammonia

SECTION 7. HANDLING AND STORAGE

- Local/Total ventilation : Use only with adequate ventilation.
- Advice on safe handling : Protect from moisture. Avoid inhalation, ingestion and contact with skin and eyes.
- Materials to avoid : No special restrictions on storage with other products.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Ingredients with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
Polymethylene polyphenyl	9016-87-9	TWA	0.005 ppm	ACGIH

Safety Data Sheet (SDS)

isocyanate				
		C	0.02 ppm 0.2 mg/m3	OSHA Z-1
		C	0.02 ppm 0.2 mg/m3	OSHA P0
		TWA	0.005 ppm 0.05 mg/m3	NIOSH REL
		C	0.02 ppm 0.2 mg/m3	NIOSH REL
		PEL	0.005 ppm 0.051 mg/m3	CAL PEL
4,4'-Methylenediphenyl diisocyanate	101-68-8	TWA	0.005 ppm 0.05 mg/m3	NIOSH REL
		C	0.02 ppm 0.2 mg/m3	OSHA Z-1
		C	0.2 ppm 0.2 mg/m3	NIOSH REL
		TWA	0.005 ppm	ACGIH
		C	0.02 ppm 0.2 mg/m3	OSHA P0
		TWA	0.005 ppm 0.05 mg/m3	NIOSH REL
		C	0.02 ppm 0.2 mg/m3	NIOSH REL
		PEL	0.005 ppm 0.051 mg/m3	CAL PEL
		C	0.02 ppm 0.2 mg/m3	OSHA Z-1
		C	0.02 ppm 0.2 mg/m3	OSHA P0
		TWA	0.005 ppm 0.05 mg/m3	NIOSH REL
		C	0.02 ppm 0.2 mg/m3	NIOSH REL
		PEL	0.005 ppm 0.051 mg/m3	CAL PEL
2,2'-methylenediphenyl diisocyanate	2536-05-2	C	0.02 ppm 0.2 mg/m3	OSHA Z-1
		TWA	0.005 ppm	ACGIH
		C	0.02 ppm 0.2 mg/m3	OSHA P0
		TWA	0.005 ppm 0.05 mg/m3	NIOSH REL
		C	0.02 ppm 0.2 mg/m3	NIOSH REL
		PEL	0.005 ppm 0.051 mg/m3	CAL PEL

Engineering measures : Use local exhaust ventilation or other engineering controls to

Safety Data Sheet (SDS)

minimize exposures.

Personal protective equipment

Respiratory protection	: Use respiratory protection unless adequate risk management measures (exhaust/ ventilation) are provided or exposure assessment demonstrates that exposures are within recommended exposure guidelines.
Hand protection	
Material	: Nitrile rubber
Eye protection	: Safety glasses with side-shields
Hygiene measures	: Avoid contact with skin, eyes and clothing. Provide adequate ventilation.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Color	: brown
Odor	: characteristic
Odor Threshold	: no data available
pH	: Not applicable
Melting point/freezing point	: is not determined
Initial boiling point and boiling range	: is not determined
Flash point	: Not applicable
Evaporation rate	: is not determined
Flammability (solid, gas)	: Not classified as a flammability hazard
Upper explosion limit	: Upper flammability limit is not determined
Lower explosion limit	: Lower flammability limit is not determined
Vapor pressure	: is not determined
Density	: 1.24 g/cm ³ (20 °C)
Solubility(ies)	
Water solubility	: is not determined
Partition coefficient: n-octanol/water	: no data available
Autoignition temperature	: is not determined

Safety Data Sheet (SDS)

Viscosity
Viscosity, kinematic : is not determined

SECTION 10. STABILITY AND REACTIVITY

Reactivity : Container can be pressurized by carbon dioxide due to reaction with humid air and/or water.

Chemical stability : The product is chemically stable.

Possibility of hazardous reactions : Hazardous polymerization does not occur.

Incompatible materials : Amines
Strong acids and strong bases

Hazardous decomposition products : Stable under normal conditions.

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Product:

Acute inhalation toxicity : Acute toxicity estimate : 11 mg/l
Exposure time: 4 Hours
Test atmosphere: vapor
Method: Calculation method

Components:

Polymethylene polyphenyl isocyanate:

Acute inhalation toxicity : LC50 Rat: 0.49 mg/l
Exposure time: 4 h
Test atmosphere: dust/mist

methylenediphenyl diisocyanate:

Acute inhalation toxicity : Acute toxicity estimate : 1.5 mg/l
Test atmosphere: dust/mist
Method: Calculation method

4,4'-Methylenediphenyl diisocyanate:

Acute inhalation toxicity : Acute toxicity estimate : 1.5 mg/l
Test atmosphere: dust/mist
Method: Expert judgment

o-(p-isocyanatobenzyl)phenyl isocyanate:

Safety Data Sheet (SDS)

Acute inhalation toxicity : Acute toxicity estimate : 1.5 mg/l
Test atmosphere: dust/mist

Skin corrosion/irritation

No data available

Serious eye damage/eye irritation

No data available

Respiratory or skin sensitization

No data available

Germ cell mutagenicity

No data available

Carcinogenicity

No data available

Reproductive toxicity

No data available

STOT-single exposure

No data available

STOT-repeated exposure

No data available

Aspiration toxicity

No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

Components:

methylenediphenyl diisocyanate :

Partition coefficient: n- : log Pow: 4.5
octanol/water

Mobility in soil

No data available

Safety Data Sheet (SDS)

Other adverse effects

No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : To the best of our knowledge, this product does not meet the definition of hazardous waste under the U.S. EPA Hazardous Waste Regulations 40 CFR 261. Disposal via incineration at an approved facility is recommended, as industry best practice. Consult state, local or provincial authorities for more restrictive requirements.

SECTION 14. TRANSPORT INFORMATION

International Regulations

UNRTDG

Not regulated as a dangerous good

IATA-DGR

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

Domestic regulation

49 CFR

Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION

SARA 311/312 Hazards : Acute toxicity (any route of exposure)
Respiratory or skin sensitization
Carcinogenicity
Specific target organ toxicity (single or repeated exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation

Safety Data Sheet (SDS)

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : The following components are subject to reporting levels established by SARA Title III, Section 313:

Polymethylene polyphenyl isocyanate	9016-87-9
Polymethylene polyphenyl isocyanate	
4,4'-Methylenediphenyl diisocyanate	101-68-8

Clean Air Act

The following chemical(s) are listed as HAP under the U.S. Clean Air Act, Section 112 (40 CFR 61):

4,4'-Methylenediphenyl diisocyanate	101-68-8
-------------------------------------	----------

US State Regulations

California Prop 65 : Please contact Supplier for more information.

The ingredients of this product are reported in the following inventories:

TCSI	Not in compliance with the inventory
TSCA	All substances listed as active on the TSCA inventory
AIIC	On the inventory, or in compliance with the inventory
DSL	All components of this product are on the Canadian DSL
ENCS	On the inventory, or in compliance with the inventory
ISHL	Not in compliance with the inventory
KECI	On the inventory, or in compliance with the inventory
PICCS	On the inventory, or in compliance with the inventory
IECSC	On the inventory, or in compliance with the inventory
NZIoC	Not in compliance with the inventory
CHINV	The mixture contains substances listed on the Swiss Inventory
REACH	Not in compliance with the inventory
	Not in compliance with the inventory
	Not in compliance with the inventory
TECI	Not in compliance with the inventory

Inventories Legend TSCA (USA), DSL (Canada), REACH(Europe), AIIC (Australia), NZIoC (New Zealand), ENCS (Japan), KECI (Korea), PICCS (Philippines), IECSC (China), TWINV (Taiwan)

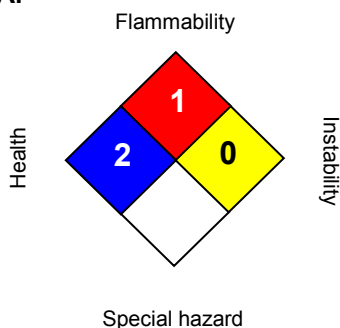
SECTION 16. OTHER INFORMATION

Prepared by: Global Regulatory Office - phone: 1-651-236-5842 - email: msds.request@hbfuller.com

Safety Data Sheet (SDS)

Further information

NFPA:



HMIS III:

HEALTH	3*
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 =Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

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CITY OF MOBILE
SPECIFICATIONS FOR GREENWAY TRAIL SEGMENT (1) LIGHT POLE &
LUMINAIRE STANDARDS
June 2025

I. General

This work shall consist of furnishing and installing the lighting system for Segment 1 of the Greenway Trail in the City of Mobile, AL. The following are the requirements for prestressed, spun-cast concrete light poles with gallery style luminaires to meet the standards established within the Greenway Trail Program. The light pole shall consist of a one-piece round tapered pole designed for direct burial foundations. The luminaire shall be a gallery style fixture with 100-W capability.

II. Materials

Materials shall meet the requirements given in Section 889 of ALDOT specifications. Prior to purchasing materials, and within 30 days after the issuance of the "Notice to Proceed", the Contractor shall submit seven copies of a complete descriptive list of all materials (wiring, conduits, boxes, mounting hardware, power control devices, luminaires, luminaire poles, etc.) to the Engineer. The submittal shall also include seven copies of "catalog cutouts" or published data sheets for each item on the list. Incomplete or inaccurate submittals will be returned to the Contractor for revision and resubmittal. Partial lists may be considered if prior approval for the submittal of a partial list is approved in writing by the Engineer. Materials shall not be installed prior to approval. The City will not be liable for materials purchased, work performed, or any delay incurred due to the failure of the Contractor to secure prior approval. Failure of the Engineer to note unsatisfactory material as received at the job site will not relieve the Contractor of the responsibility of furnishing the required material.

III. Construction Requirements

- (a.) All work shall be done in accordance with the requirements given in the current edition of the National Fire Protection Association "NFPA 70, "National Electrical Code" (NEC) and the regulations and standards of the power company providing service.
- (b.) The Contractor responsible for the performance of the work shall be licensed as a General Contractor authorized to perform electrical work by the Alabama State Licensing Board for General Contractors. At least one out of every three persons in each work crew shall be a Journeyman licensed by the Alabama Electrical Contractors Board. Journeymen shall be present and shall have direct involvement with all work required for the installation and operational testing of electrical materials and equipment. The Journeymen shall also possess an IMSA (International Municipal Signal Association) Roadway Lighting Level 1 Certification. The Contractor shall submit copies of the General Contractor license, Journeyman licenses and IMSA certifications to the Engineer as a part of the submittal of the list of materials proposed for

installation. Work shall not begin on the installation of electrical materials or equipment until copies of the licenses and certifications have been approved by the Engineer.

(c.) Electrical Power

The entity (City, County, State, etc.) that will be responsible for the eventual operation and maintenance of the roadway lighting system will make application for electrical service upon notification that power service will be required. The Contractor shall inform the Engineer when power service is required at least 30 calendar days prior to the need of the power service. This same entity will be responsible for the cost of the service connection and the monthly service billings thereafter.

(d.) General Conduit System Installation Requirements

Conduit shall be installed in accordance with the details shown on the plans or as directed by the Engineer. Rigid Nonmetallic Conduit (RNC) may be installed as a substitute for Nonmetallic Underground Conduit with Conductors (NUCC) if it is the same size and schedule as the NUCC. Conduit routing shown on the plans is diagrammatic only. Actual routing shall be in the most prudent manner as approved by the Engineer. Underground conduit depth shall be 24 inches {600 mm}, minimum, unless shown otherwise on the plans. All conduit ends (except NUCC and HDPE) shall be put together in couplings to form a smooth raceway for cables. Bushings and duct sealant shall be installed at all conduit terminations to protect the insulation of the conductors and to prevent debris from entering the conduit. Conduits shall be joined by approved methods prescribed by the manufacturer of the conduit. When conduit is installed for future use, the ends of the conduit shall be capped with a fitting listed for this purpose to prevent water and other foreign matter from entering the conduit system. The Contractor shall seed and mulch disturbed areas as directed by the Engineer. The seeding and mulching of disturbed areas shall be a subsidiary obligation of the conduit installation. Before beginning excavation, the Contractor shall determine the location of all utilities in the vicinity. Utilities shall not be damaged during construction. Conduit shall be located to avoid potential conflict with the future installation of guardrail, signposts, and other equipment and devices. A minimum of 12 inches {300 mm} clearance shall be provided between the finished lines of conduit runs and existing underground utilities. Where the underground conduit run is adjacent to concrete walls, piers, footings, etc., a minimum of 4 inches {100 mm} of undisturbed earth or firmly compacted soil shall be maintained between the conduit and the adjacent concrete. Unless shown otherwise on the plans, trenches shall not be excavated in existing pavement or paved shoulders to install conduit. When it is necessary to place conduit under an existing pavement, the conduit shall be installed in accordance with the requirements given in Section 756 of ALDOT specifications. Unless approved otherwise by the Engineer, trenches shall not remain open after normal work hours each day. Liquid Tight Flexible Metal Conduit (LFMC) or Liquid Tight Flexible Non-metallic Conduit (LFNC) as shown on the plans or directed by the Engineer shall be installed where conduits cross an expansion or open joint on bridges, barrier rails or structure. The LFMC or LFNC shall be 36 inches {900 mm} in

length and shall have a sag of not more than 3 inches {75 mm} between the fixed ends of the rigid conduit.

(e.) Nonmetallic Underground Conduit with Conductors

Nonmetallic Underground Conduit with Conductors (NUCC) shall be installed in accordance with the manufacturer's recommendations. If plowing is proposed for the installation of the NUCC, the manufacturer's recommended installation practices shall be submitted to the Engineer prior to beginning the installation. If the Engineer is not satisfied with the Contractor's performance and knowledge once installation begins, the Contractor shall arrange for a manufacturer's representative experienced in plowing methods to be at the jobsite until the Engineer determines that the Contractor is capable of properly installing the NUCC. If rock or other obstructions hinder plowing operations, the Engineer may require that conductor routes be pre-ripped to locate rock or hidden obstructions. Obstructions may be removed or the conductors routed around them as approved by the Engineer. If the "Plow Pulling" method is used, the plow operator shall have an acceptable method to insure that the manufacturer's recommended maximum tensile force on the NUCC is not exceeded. If at any time the Engineer determines the installation is not in full compliance with the intent of the manufacturer's recommended practices, the operation shall stop until a manufacturer's representative can further instruct the Contractor's personnel in the deficient areas. If the "Chute Plowing" method is used, special attention shall be given to the conductor feed chute dimensions.

(f.) Conductor Installation

1. Splices and Taps in Conductors. Splices and taps in conductors shall only be made in junction boxes and pole bases. They shall be made with solderless split bolt connectors. Splices and taps shall be protected in sealed in silicone gel filled enclosures to provide a waterproof connection and to ensure the required electrical insulation. Silicone gel filled enclosures shall be re-enterable; shall be UV resistant, listed for temperatures from -40 °C to 90 °C; and shall be impact and abrasion resistant. The enclosure shall be sized as shown: Conductor Size Gel Enclosure Size #4 AWG and smaller #2 #2 AWG #2.5 or Mini-wedge Larger than #2 AWG #3.

2. Pulling Conductors into Conduit. Conductors shall not be pulled into a conduit until the installation of the conduit is complete. Conductors in conduits shall be carefully pulled into place using approved methods so that conductors will not be damaged. Powdered soapstone, talc, or other inert lubricant specifically designed for the purpose shall be used when pulling conductors through the conduit. All conductors within a single conduit shall be pulled at the same time and shall be handled and installed in such a manner as to prevent kinks, bends or other distortion which could damage the conductor and outer covering. When conductors are pulled through hand holes, pole shafts, etc., a pad of firm rubber or other suitable materials shall be placed between the conductors and the edges of the opening to prevent damage to the conductors.

(g.) Grounding and Foundations

All poles and enclosures containing electric wires and/or equipment shall be grounded. Exothermic welds or other approved connectors shall be used to connect the grounding conductor to the ground rods. A continuous grounding conductor, either bare or having a green colored insulation, shall be extended from the service ground to all equipment and shall be used for grounding purposes only. Foundations for the direct burial poles specified are to follow manufacturer recommendations for burial depths and needed soil treatments depending on the soil types present along the limits of the referenced project.

(h.) Installation of Luminaire Poles

Luminaire poles shall be installed in a vertical position. Erection shall be accomplished carefully to prevent marring the finish or otherwise damaging the pole. A screen made from 1/4 inch {6.4 mm} mesh galvanized wire cloth shall be fabricated and inserted in the pole base to prevent rodents, etc. from entering the pole. Backfill for direct burial fiberglass poles shall be as recommended by the pole manufacturer. Care shall be taken to assure the bracket arm is properly aligned.

(i.) Installation of Luminaires

The light control surfaces and glassware shall be cleaned after installation. Cleaning shall be performed in accordance with the luminaire manufacturer's recommendations. Luminaires shall be leveled, plumbed, and installed as per the manufacturers recommendations to achieve the most suitable light pattern. The Contractor shall verify that the lamp socket is in the proper position to produce the optimum lighting pattern for each luminaire, not to just meet the minimum. Each luminaire shall be adjusted to provide the most effective light pattern as directed by the Engineer after installation.

(j.) Testing Insulation

The insulation of all lighting circuits will be tested by the Engineer at the load side of the contactors or circuit breakers. These tests shall be made with a 500-volt DC Megger Tester. Any reading of 250,000 ohms to ground or higher is satisfactory. Any reading of less than 250,000 ohms to ground is unacceptable and shall be corrected. The Engineer may conduct additional insulation testing after the completion of the operational testing.

(k.) Ground Resistance Testing

Ground Resistance Testing. The resistance to ground will be tested by the Engineer at each lighting control center. The test will be conducted using a null balance earth tester with auxiliary ground rods placed 50 feet {15.24 m} and 100 feet {30.48 m}, respectively, from the tested ground rod. A reading of 25 ohms or less is satisfactory. Any reading over 25 ohms will require the installation of additional ground rods to be placed in a pattern as directed by the Engineer. The Engineer may conduct additional ground resistance testing after the completion of the operational testing.

(l.) Operational Testing of the System

The Contractor shall perform full operational testing of the completed lighting system after the completion of the installation of all equipment and materials, including all miscellaneous items of work required for the complete lighting system. The operational testing will not begin until the testing of the insulation, resistance to ground, and luminaire lowering devices has been completed and accepted by the Engineer. The Engineer will set the date that the operational testing will begin. The Contractor shall provide all installation and operational instructions for all lowering devices before the operational testing of the system will be allowed to begin. An operational test shall be the full operation of all components of the lighting system for a period of 30 calendar days. During this test period the Contractor shall perform all necessary adjustments (including re-aiming of luminaires) and replace all malfunctioning parts of the equipment required to place the system in a fully operational condition. Extra compensation will not be given for adjustments, maintenance, repairs and replacements during the test period. The initial test period will be suspended as directed by the Engineer during the time that the entire lighting system is not in full operation. The 30 calendar day operational test period shall be restarted or repeated if required by the Engineer due to repeated failure of the lighting system. The Engineer will perform a final inspection of the lighting system at the completion of the operational testing. If all items of work in the contract have been completed, the Engineer will suspend contract time charges during the operational testing. Upon completion of the operational testing, field tests may be conducted by the Engineer to verify that the required lighting levels and uniformity ratios are being provided. Any adjustments to the lighting system necessary to meet the design criteria shall be done at the Contractor's expense.

(m.) Warranties, Guarantee and Maintenance

The City shall be protected from any defect in the lighting system by the following:

1. The Contractor shall provide the manufacturers warranties to the City for all electrical and mechanical equipment.
2. The Contractor warrants equipment and guarantees workmanship for satisfactory in-service operation of the electrical and mechanical equipment and related components for a period of one year following the date of completion of the operational check period.
3. Maintenance repair work may be required for long duration contracts. In the case of long duration contracts the Contractor shall perform maintenance repair work on the lighting system (equipment, devices, structures and hardware) from the end of the one year warranty period until the end of contract time charges. Maintenance repair work during this time period will be paid for as "Extra Work" in accordance with the requirements given in Article 109.04.

The City will not make the final payment for work under this Section until the warranties, guaranties and contact information are furnished to the Engineer.

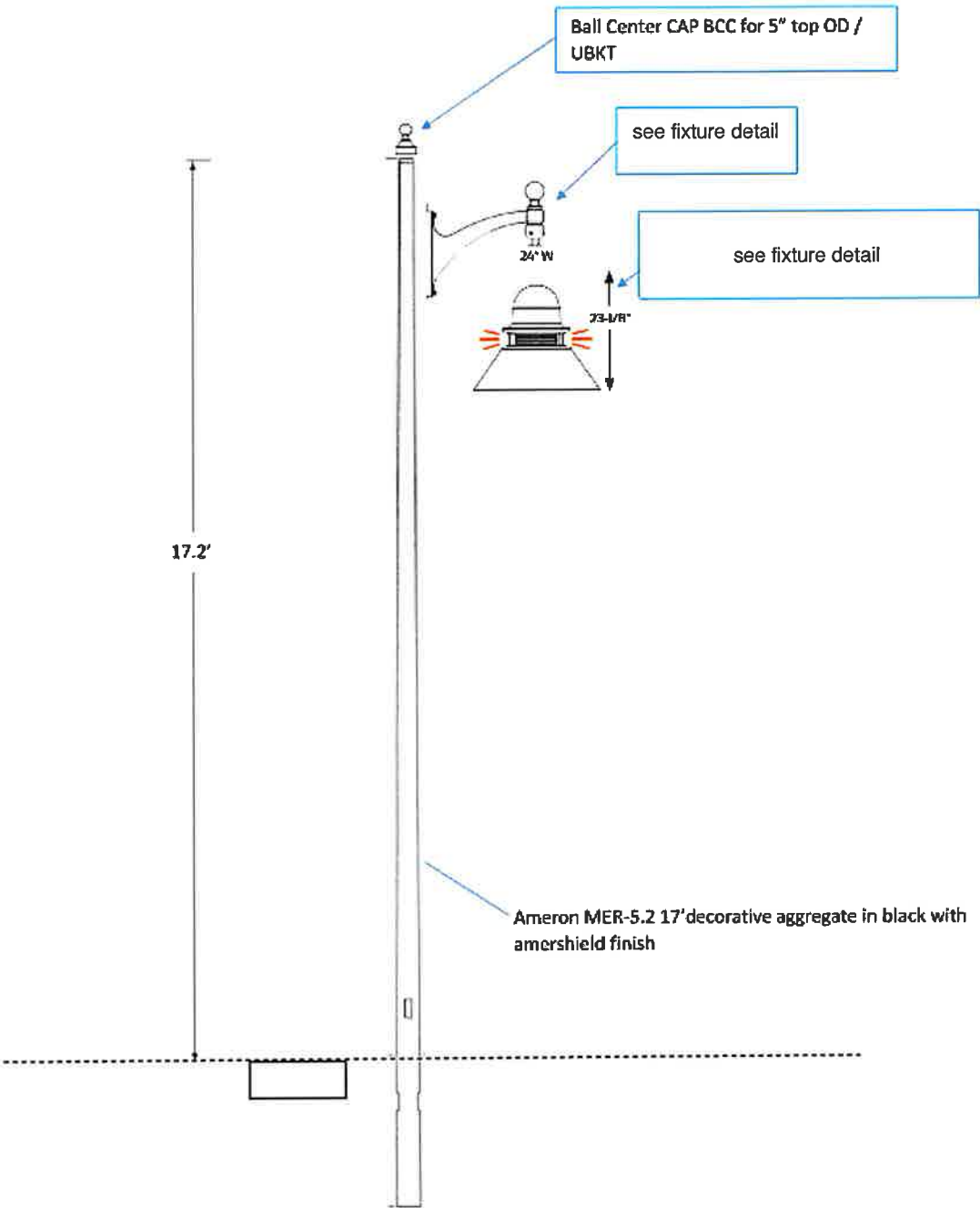
IV. Light pole.

The pole shall be manufactured of prestressed, spun-cast concrete that is centrifugally casted. The round pole shall be 17-feet in height with a nominal 7-7/8"-inch outside bottom diameter at the base and a top pole diameter of 5 1/8"-inch. The poles overall length shall be 22' to allow for ample burial depth. The pole shall include an access door and tamper proof hex socket security machine screws for fastening to the pole. **The pole shall be a decorative aggregate in black with protective finish (Amershield protective finish or equivalent).** Each pole will have grounding provisions inside the pole base opposite the access door to accommodate a 1/4-inch ground stud (stud not included). The pole will be capped per manufacturer recommendations.

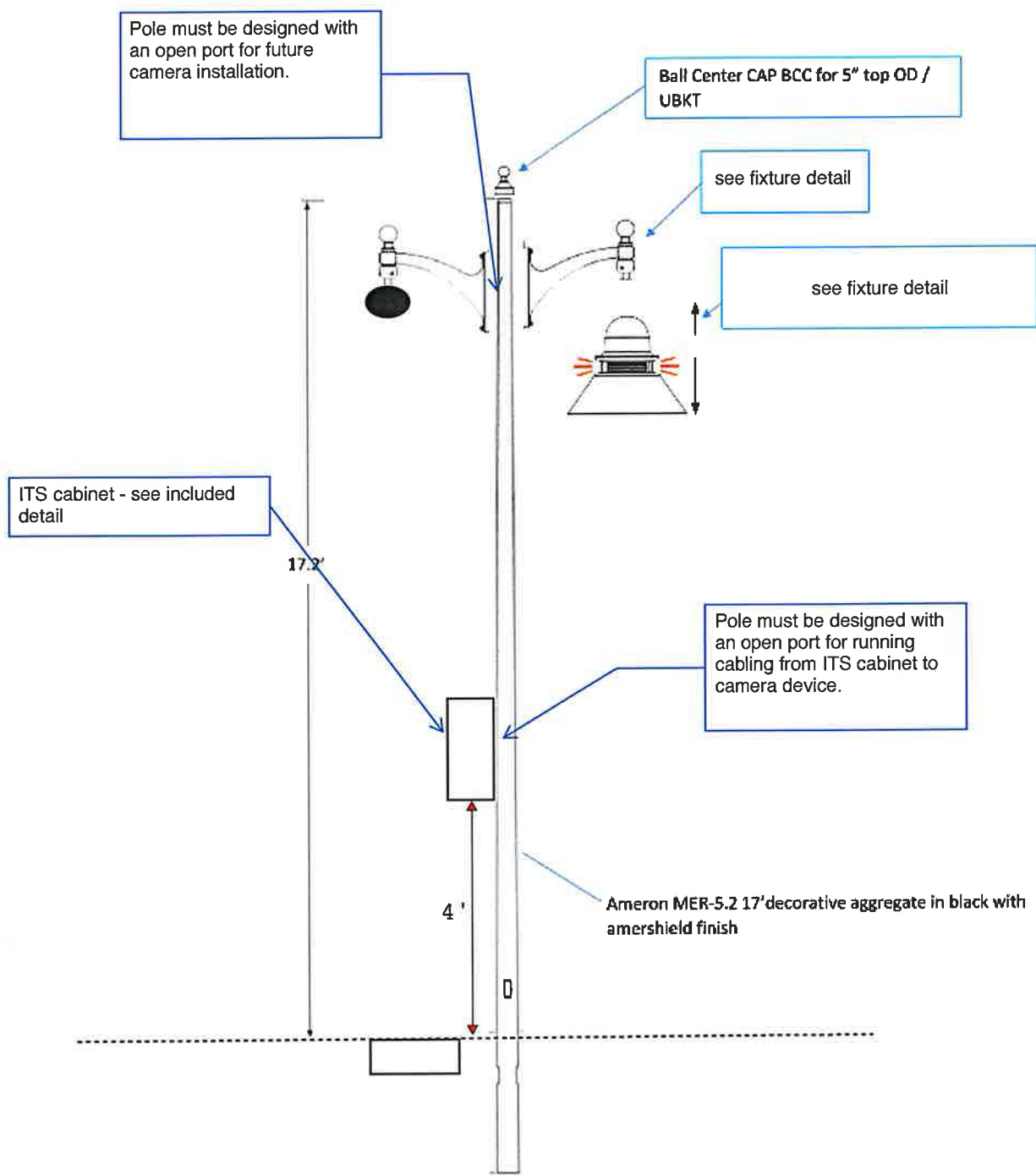
V. Luminaire.

The luminaire shall be a decorative "large gallery" style consisting of glare reducing lenses, permanent molds constructed of aluminum alloy for enhanced corrosion resistance and high tensile strength, and a field replaceable internal LED module with an IP66 rating or better. The luminaire shall be a minimum of 100 W LED fixture, designed for 120-277 volts AC. The electronic driver must be installed integral to the luminaire. The finish shall be black.

Example Illustration Light Fixture Only:



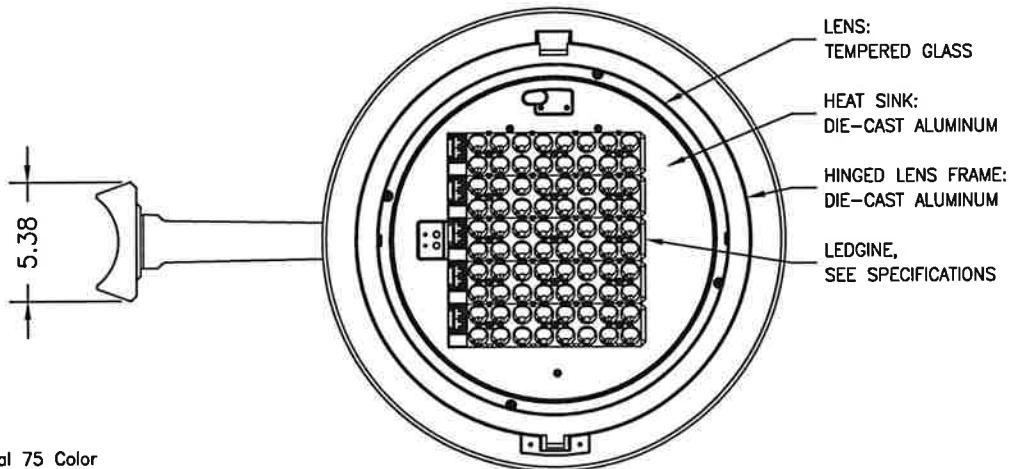
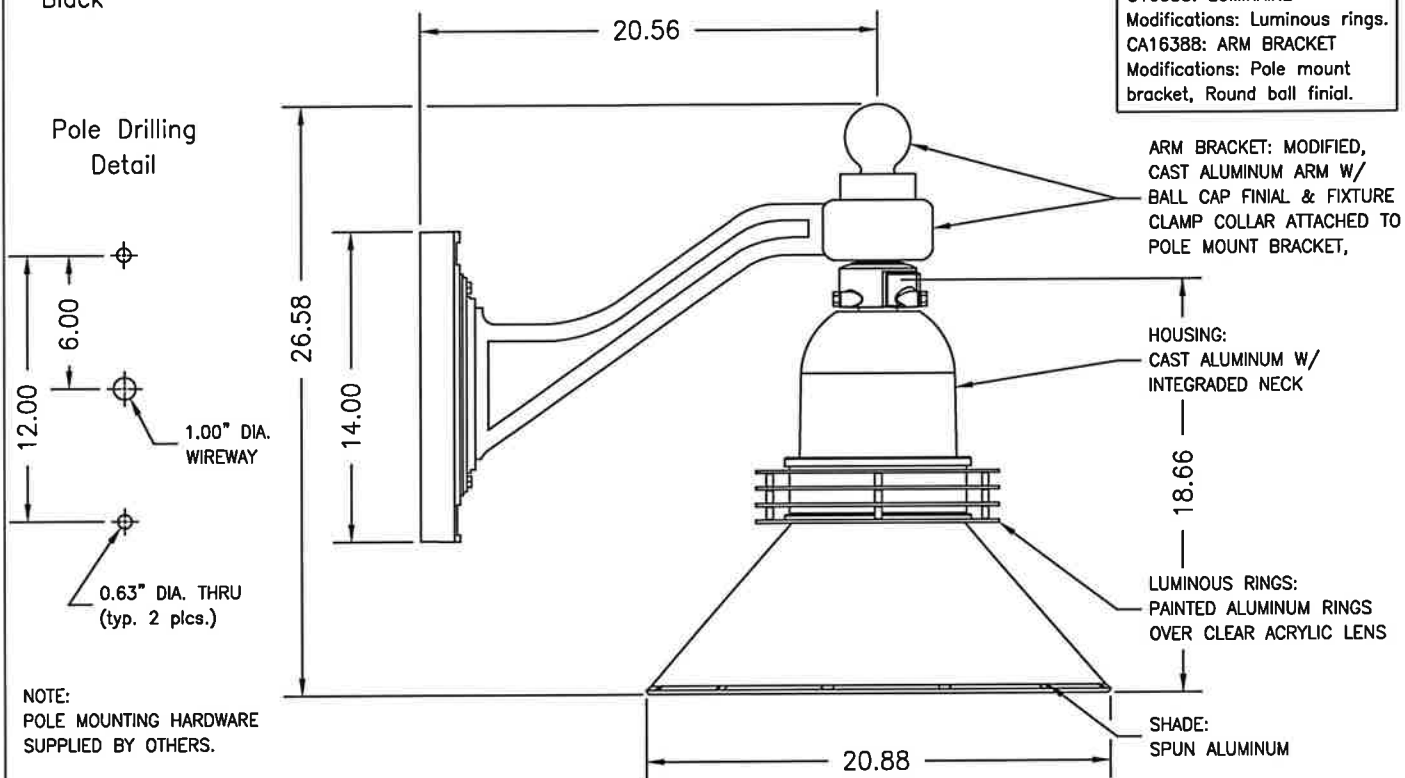
Example Illustration Light Fixture and Security Camera Mount:



Color:
Black

Ordering Guide

C16388: LUMINAIRE
Modifications: Luminous rings.
CA16388: ARM BRACKET
Modifications: Pole mount
bracket, Round ball finial.



LEDgine Specifications:

- 80, 4000K (neutral) LEDs, typical 75 Color Rendering Index (CRI), >100,000 hours of operational life (at 25°C ambient temperature & 70% luman maintenance), injection molded Type 2 optical plates, IP66 rated optical system.
- Integral Advance Xitanium LED driver, class 1, IP66 rated, 530mA, IntelliVolt 120-277 VAC, 50-60 Hz, RoHS compliant, field replaceable 10kV/10kA surge suppression.
- Delivered lumens: 16077, Wattage: 126W.

Luminaire Certifications:

- UL8750 & UL1598 compliant, ETL/cETL listed to U.S. & Canadian safety standards for wet locations, manufactured to ISO 9001:2008 standards.

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NOTICE:

This drawing is for reference only. Check for latest revision prior to ordering.

PRODUCT APPROVALS	
HADCO	SDK
CUSTOMER	

400 Crossing Blvd Suite 600
Bridgewater, NJ 08807
www.signify.com

HADCO

JOB NAME:

City of Mobile, AL - Japanese Gardens

SCALE:	DATE:	DRAWN BY:	DRAWING NUMBER:
1:8	03/12/25	SMK	C16388-DWG01
REP:	REV:	PCN:	
SESCO-Pensacola	A	25-003	
	BY:	DATE:	

Embedded style - information

Catalog Number	Pole Height "A"	Bottom Dia.	Embedded Depth "B"	Overall Length "OL"	Ultimate G.L. Moment (ft. lbs.)	Pole Weight (lbs.)
MER02.6*	8'-8"	7"	3'-2"	11'-1"	7,000	260
MER03.2*	10'-9"	7-1/4"	3'-4"	14'-1"	9,000	320
MER04.3*	14'-0"	8-1/4"	5'-8"	19'-8"	14,000	600
MER05.2*	17'-0"	7-7/8"	5'-0"	22'-0"	14,000	680
MER06	19'-8"	8"	4'-11"	24'-7"	17,440	750
MER07	23'-0"	8-3/8"	4'-7"	27'-7"	19,030	850
MER07.5	24'-7"	8-9/16"	4'-11"	29'-6"	19,910	950
MER08	26'-3"	8-13/16"	4'-11"	31'-2"	20,790	1,050
MER08.5	27'-11"	9"	4'-11"	32'-10"	21,660	1,150
MER09	29'-6"	9-1/4"	5'-3"	34'-9"	22,540	1,200
MERX10	32'-10"	9-3/4"	5'-7"	38'-5"	30,800	1,650
MERX11	36'-0"	11-15/16"	6'-8"	42'-8"	42,200	2,100
MERX12	39'-4"	12-7/16"	6'-7"	45'-11"	47,500	2,500
MERX13	42'-8"	13"	6'-6"	49'-2"	49,300	2,850
MERX13.9	45'-7"	13-1/2"	6'-11"	52'-6"	52,700	3,000

Concrete Pole Specifications Highlighted

Line	Part Family	Product/Description	Plant	Qty
1.0	E-MER05.2	MER05.2 - POLE MED EMB RD 17,MIX 6P BLACK PEBBLESTONE, FINISH: EXPOSED AGGREGATE FINISH, COATING: COATING I AMERSHIELD CLEAR, STRUCTURAL MODS: DCI MOD CORROSION INHIBITOR MIX MODIFICATION, CAST IN MODS SINGLE SIDEMOUNT , CVR HH 66516E 90 CURV 1-5/8X7 AL, STANDARD (STD) DOOR SCREW,, FE MOD POLE BASE PREPARATION FOR FREEZING / CORROSIVE ENVIRONMENTS, CAP ASY BALL 5X5-1/8 AL, Loading: (1) Luminaire (0.86 sq. ft. EPA, 21 lbs) Luminaire by Others., Per Drawing#	ANNISTON	27
2.0	E-MER05.2	MER05.2 - POLE MED EMB RD 17, MIX 6P BLACK PEBBLESTONE FINISH: EXPOSED AGGREGATE FINISH, COATING: COATING I AMERSHIELD CLEAR, STRUCTURAL MODS: DCI MOD CORROSION INHIBITOR MIX MODIFICATION, CAST IN MODS MOD DOUBLE SIDEMOUNTS FOR (1) FIXTURE AND (1) CAMERA, CVR HH 66516E 90 CURV 1-5/8X7 AL, STANDARD (STD) DOOR SCREW, SINGLE 2" COUPLINGFOR ITS CABINET. FOR FE MOD POLE BASE PREPARATION FOR FREEZING / CORROSIVE ENVIRONMENTS, , CAP ASY BALL 5X5-1/8 AL, Loading: (1) Luminaire (0.86 sq. ft. EPA, 20 lbs) (1) camera 2.0 sq.ft EPA, 20lbs. and (1) 14" x 11" x 11"2.0 sq.ft EPA, 50lbs cabinet @ . Luminaire, camera and cabinet by Others., Per Drawing#	ANNISTON	15

Appendix:

Product Contact:

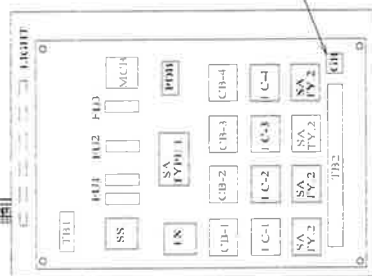
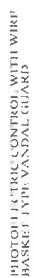
Hank Lawson
Specification Sales
SESCO Lighting, Inc
Tel: 850-262-0370
Cell: 850-572-2478
hlawson@sescolighting.com

Product Suppliers:

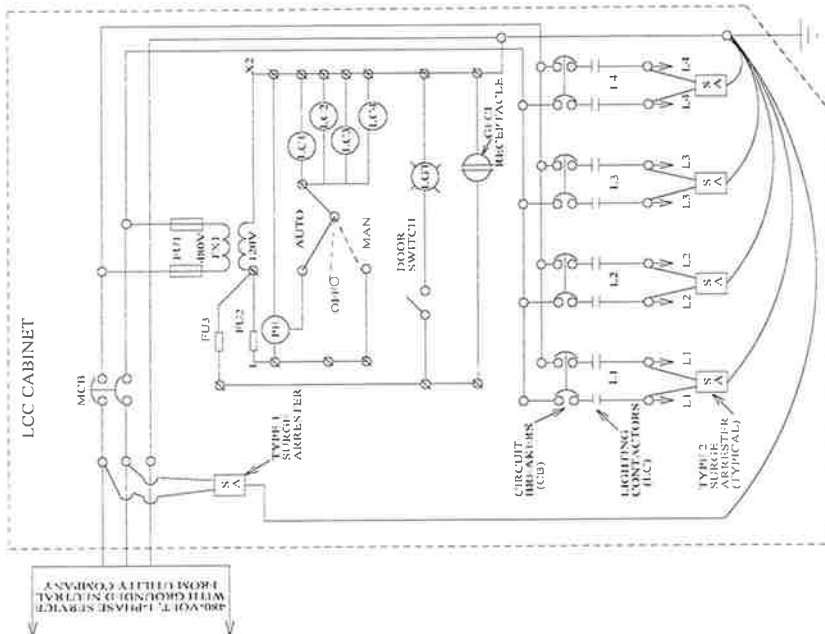
Clower Electric
2488 Halls Mill Road
Mobile, AL 36606
251-471-6176

Stuart C Irby Company
3232 Moffet Road
Mobile, AL 36607
251-433-3911

Sequel Electrical Supply
3307 Moffet Road
Mobile, AL 36607
251-450-1078



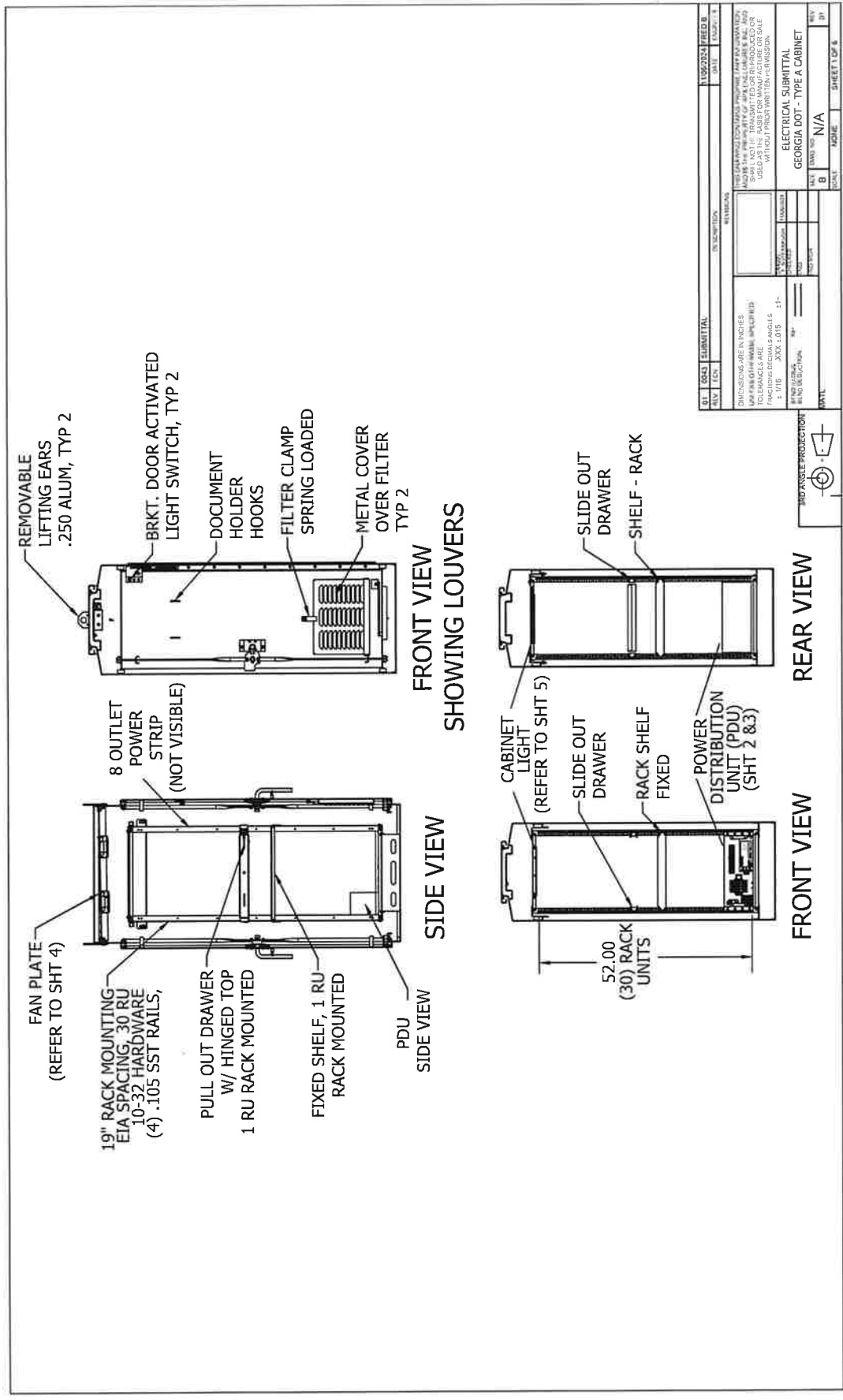
TYPICAL LIGHTING
CONTROL CENTER (LCC)
INTERIOR LAYOUT



NOTE
1.1, 1.2, 1.3, AND 1.4
ARE TYPICAL LIGHTING
FEEDER CIRCUITS
SET PLAN ASSEMBLY FOR
CIRCUIT QUANTITIES,
CONDUCTOR SIZES,
AND LOCATIONS.

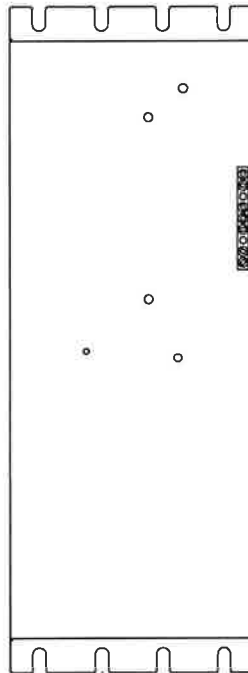
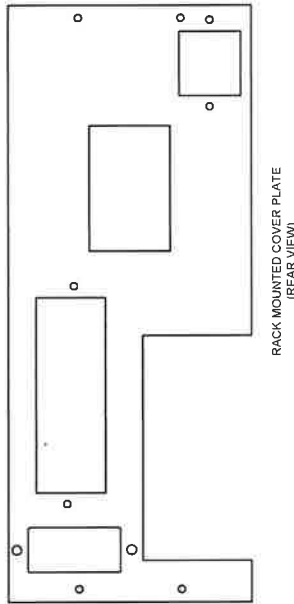
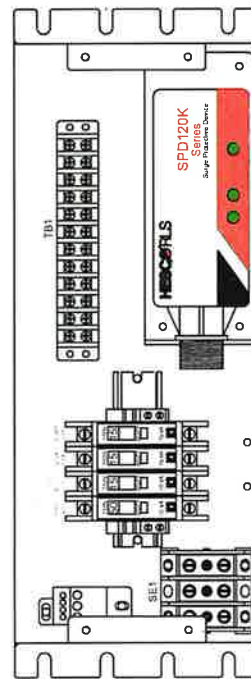
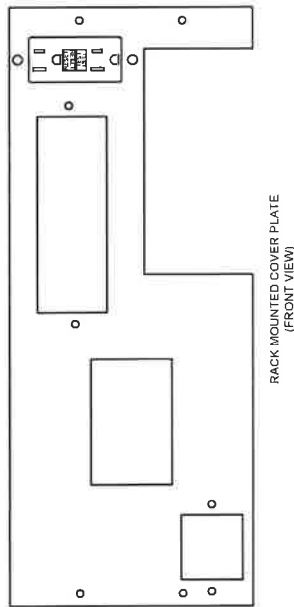
[illegible]

[illegible]



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04	05/23/2024	FIELD D			
05	05/23/2024	FIELD E			
06	05/23/2024	FIELD F			
07	05/23/2024	FIELD G			
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13	05/23/2024	FIELD M			
14	05/23/2024	FIELD N			
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17	05/23/2024	FIELD Q			
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248	05/23/2024	FIELD IN			
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NOTE: THE LAYOUT AND COMPONENTS SHOWN HERE
MAY DIFFER SLIGHTLY FROM THE FINAL APPROVED VERSION.

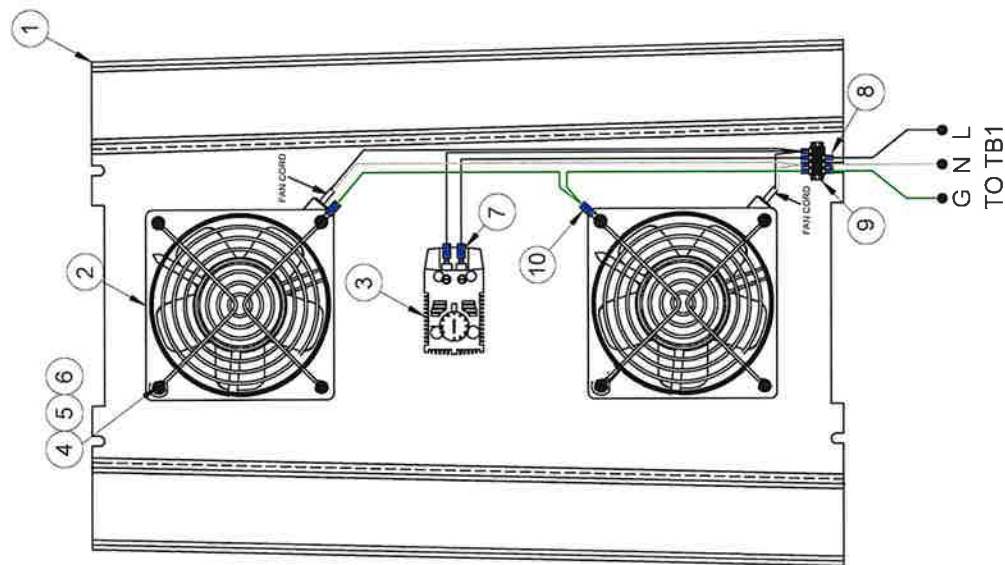


AC POWER DISTRIBUTION UNIT

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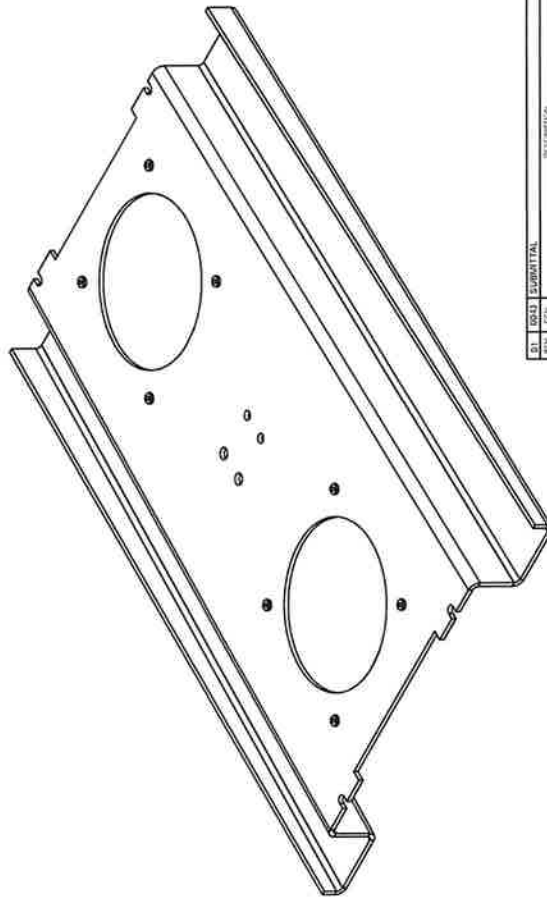


FAN PLATE



Parts List			
ITEM	PART #	QTY	DESCRIPTION
1	TBA	1	FAN PLATE
2	1010973	2	FAN, KIT, 100 CFM, 120V, GUARD & CORD
3	1012549	1	THERMOSTAT, PFANNENBERG, COOLING
4	1010730	8	PHMS-PHILLIPS #6-32 x 2 LG SST
5	1012572	8	WASHER-LOCK #6 EXT TOOTH-SST
6	1012573	8	WASHER-FLAT-SST-#6 MED
7	1019594	2	FERRULE, INS., SINGLE, 14 AWG, BLUE
8	1024120	7	TERM., LOCKING SPADE, 14-16 AWG (BLUE)
9	1012528	1	TERMINAL BLOCK, 4 POSITION, 15A
10	1012488	2	TERMINAL, #6 RING, 14-16 AWG (BLUE)

NOTE: THE BOM AND FAN PLATE SHOWN HERE IS REPRESENTATIVE OF THE COMPONENTS USED BUT MAY DIFFER SLIGHTLY IN THE FINAL VERSION.

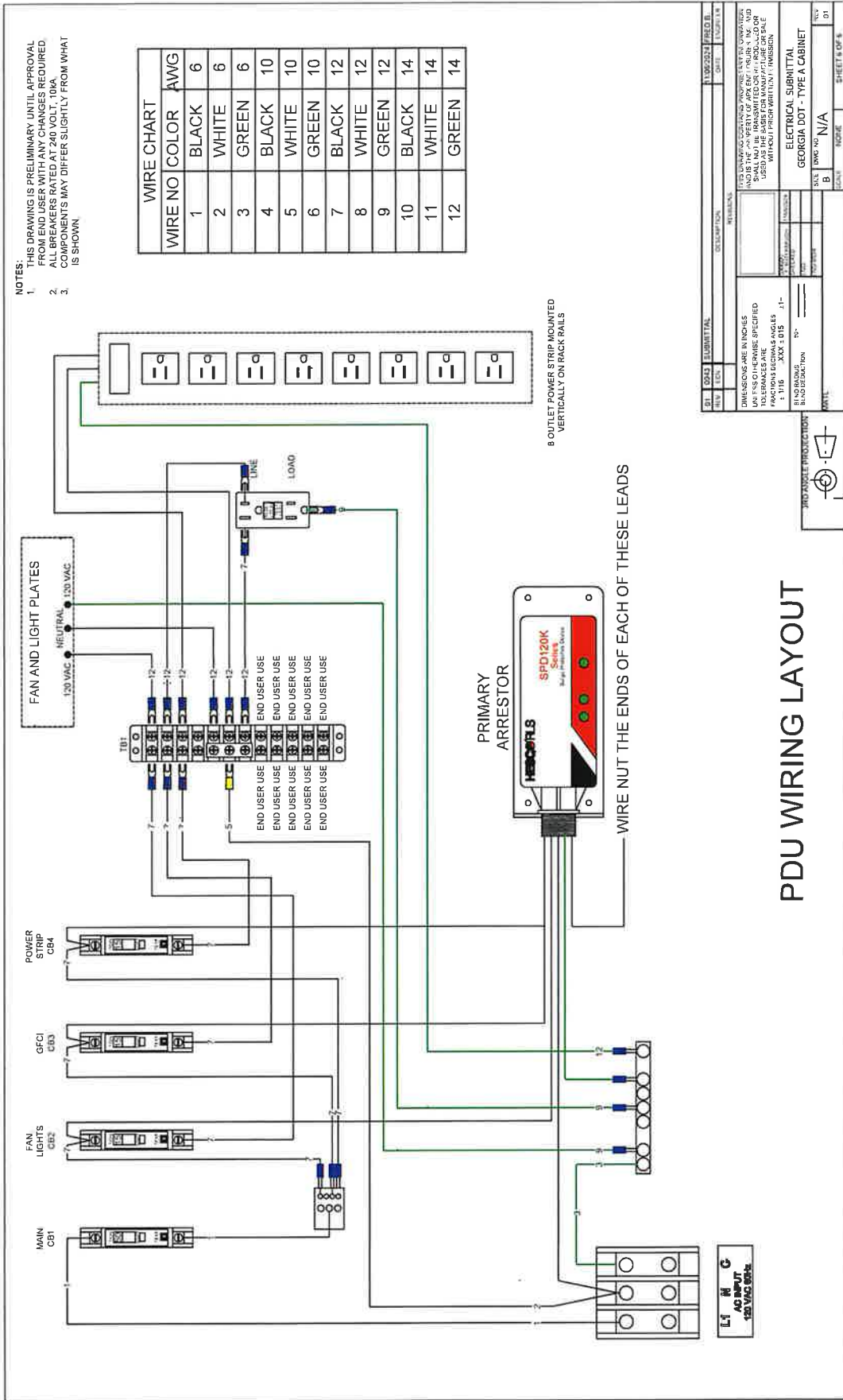


REV	DATE	BY	CHKD	APP'D
1	10/25/24	PREP	10/25/24	10/25/24

DESIGNER: J. H. HARRIS
 CHECKER: J. H. HARRIS
 DATE: 10/25/24
 PROJECT: 1010973
 DRAWING: 1010973-1
 SCALE: 1:1
 SHEET: 1 OF 1

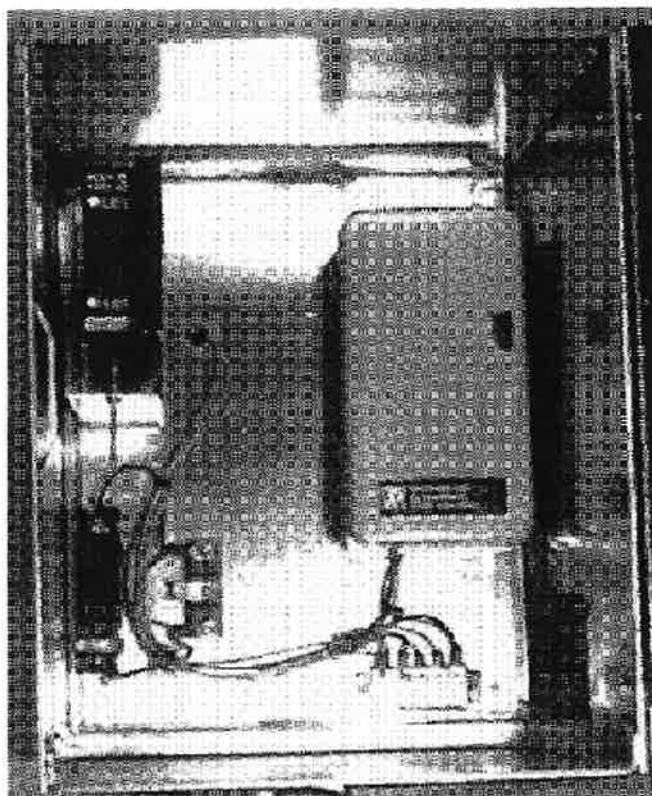
APPROVED FOR CONSTRUCTION
 DATE: 10/25/24
 BY: J. H. HARRIS
 PROJECT: 1010973
 DRAWING: 1010973-1
 SCALE: 1:1
 SHEET: 1 OF 1

ELECTRICAL SUBMITTAL
 GEORGIA DOT - TYPE A CABINET
 N/A
 B
 01



SPECIFICATIONS		SLTS
DESCRIPTION	Flasher Cabinet, 120 Volt AC	PART NUMBER 1470

ITS Cabinets



ITS Cabinet Standard Features:

14"x11"x11" All aluminum Cabinet
 Universal mounting tabs (Attach with lag bolt, banding, gear clamps)
 Replaceable two-circuit NEMA Flasher

Rated for traffic use Easy Access Horizontal Plug
 15A Circuit Breaker
 Surge Arrestor (Heavy duty model optional)
 Terminal Block for electrical connections
 Screened vents for convection cooling

NO	P/N	DESCRIPTION	MATERIAL	QTY
1	1470	Flasher Cabinet for Warning Beacons, Advance Warning Signals, and Intersections with Flashing Signals * Will accommodate various timers and time clocks.	Aluminum Electronic	1

SLTS - Phone: 770-205-9007

Revised 12/13/2013

Attachment D

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 8.27.2025

Name of Project: Lighting for Japanese Gardens and Segment 1 of Three Mile Creek
Grenway Trail

Project Number: 2025-2045-01

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID:

\$ 46,500

ALTERNATE BID 1:

\$ N/A

ALTERNATE BID 2:

\$ N/A

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 INLINE, LLC

Mailing

Address 5535 Business Parkway THEODORE, AL 36582

***By (Legal Signature)**  V.P. of Operations

***Name (type or print)** KEVIN MCCOY (Seal)

***Title** VP operations

Telephone Number 251.583.1936



Your Legal Request is Complete - We'd Love Your Feedback!

From Maynard, Suntrease <suntrease.maynard@cityofmobile.org>

Date Thu 9/18/2025 11:42 AM

To Cochran, Emma <emma.cochran@cityofmobile.org>

Great news, Emma! Victoria Shoots has completed your recent legal request.

We're always striving for greatness, and who better to tell us how we did than you? We'd be incredibly grateful if you'd complete a brief survey about your experience with this request. Your feedback is not only immensely valuable, it's what helps us serve you better!

Click here to start the survey: <https://wkf.ms/3U6xm1a>

Please enter the following short code when prompted: A25-0453

Thank you for taking the time to help us. We look forward to your insights!

Suntrease Williams-Maynard
Deputy City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7883 - direct line
251-208-7322 - fax
suntrease.maynard@cityofmobile.org

Request Details:

Attorney Assigned: Victoria Shoots

Request Type:Contract

If other:

Request Details: Review of Bid Documents for Lighting at Japanese Gardens and 3 Mile Creek
Greenway Segment 1

Priority: Moderate

Date Entered:June 12th 2025 13:30

Proposed Due Date: June 18th 2025

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Japanese Gardens Lighting

CAPITAL PROJECT # C0526 DATE OF RECEIPT 10/30/2025

DEPT. PROJECT # 2021-2045-02

PROJECT DESCRIPTION

Construction of Segment 1 and Japanese Gardens Lighting

CONTRACT AMOUNT \$997,846.91

VENDOR NAME Inline, LLC

VENDOR NUMBER 297660

DEPT # 2045 DEPT NAME Programs & Project Management

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ☒ N ☐ ; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by:  Date 10/30/2025

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis and Councilmember Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract is on file in the office of the City Clerk.

NAME OF COMPANY:	InLine, LLC.
PROJECT NAME:	Lighting for Japanese Gardens and Segment 1 of the Three Mile Creek Greenway Trail
PROJECT NO:	2025-2045-01
AMOUNT:	\$997,846.91

Adopted:

City Clerk

Date



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Kim Carmody, Director of Parks & Recreation

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Mission shall program, supervise, and manage safe public use of the Mission Center to coordinate activities with the City's Parks and Recreation Department; and maintain an adequate staff presence whenever the Mission is open to the public.

Amount of Contract:

\$30,875 per quarter for a one-year period, for an annual total of \$123,500.

Funding Source

2026 Budget

ATTACHMENTS:

1. 2025 United Methodist Inner City Mission Resolution
2. Inner City Mission Contract for Signature 10.30.2025
3. Certificate of Insurance-REVISED

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a facilities operation contract with The United Methodist Inner City Mission of Mobile, Inc., for maintenance and operation of the Taylor Park Recreation Center, Playground, Swimming Pool and Wading Pool in the amount of \$30,875.00 quarterly during the term of this Agreement, for a total annual payment not-to-exceed \$123,500.00 thereafter, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted.

City Clerk



FACILITIES OPERATION CONTRACT

This Facilities Operation Contract (the "Agreement") is entered into as of the date last signed below (the "Effective Date") by and between CITY OF MOBILE, ALABAMA ("City"), and UNITED METHODIST INNER CITY MISSION OF MOBILE, INC., an Alabama nonprofit corporation ("Mission") with its principal place of business at 913 Broad Street Mobile, Alabama 36603.

RECITALS

WHEREAS, the Mission owns the building located at 913 Broad Street, Mobile, AL 36603, together with all improvements thereon (collectively, the "Mission Center"); and

WHEREAS, the City desires to support the Mission by providing certain resources to assist with programs and activities conducted at the Mission Center that benefit the community; and

WHEREAS, the Mission agrees to utilize such resources to perform programs and activities in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. DEFINITIONS

Mission Center: The United Methodist Inner City Mission of Mobile's building located at 913 Broad Street, Mobile, AL 36603, and any adjacent grounds designated by the used for public programming under this Agreement.

City: The City of Mobile, Alabama, including its departments, officers, officials, employees, and agents.

Mission: United Methodist Inner City Mission of Mobile, Inc., its employees, officers, agents, and approved volunteers.

Public Hours: The hours during which the Mission Center (or portions thereof) is open for general public use as approved by the City under §5.

Term: The period stated in §2.

2. TERM

The Term of this Agreement begins October 9, 2025, and ends September 30, 2026, unless earlier terminated as provided herein.

3. MISSION DUTIES (PROGRAMMING; SUPERVISION)

3.1 Programming & Supervision. Mission shall program, supervise, and manage safe public use of the Mission Center to coordinate activities with the City's Parks & Recreation Department; and maintain adequate staff presence whenever the Mission Center is open to the public.

3.2 Staff Qualifications. Mission shall ensure personnel are trained for assigned duties, including youth supervision; maintain appropriate staff-to-participant ratios; and keep written policies for supervision, incident reporting, and mandatory reporting of suspected abuse. Copies shall be furnished to the City upon request.

3.4 Organized Activities. Mission may conduct organized sports, recreation, and community programming and may participate in City-sponsored leagues and events in coordination with Parks & Recreation.

3.6 Records & Reports. Mission shall keep accurate books and records related to Mission Center program revenues/expenses and shall provide quarterly reports as set forth in §9.

3.7 No Sublease / No Transfer. Mission shall not sublease, assign, sublicense, or transfer any right or obligation under this Agreement without the City's prior written consent. Any attempted transfer without consent is void.

3.8 Facility Maintenance – Interiors. The Mission shall maintain all rooms and building systems of the Mission Center, including without limitation lighting, plumbing, windows, doors, heating and cooling equipment, and bleachers. Structural repairs or capital replacements shall be coordinated with and subject to written approval by the City.

3.9 Facility Maintenance – Grounds. The Mission shall maintain the outside grounds, including athletic fields and appurtenant common areas. Structural repairs or capital replacements shall be coordinated with and subject to written approval by the City.

3.10 Utilities. The Mission shall pay utility charges (electricity, water, gas) for the Mission Center.

3.11 Property Insurance. The Mission will maintain fire and extended coverage insurance on the Mission Center.

4. HEALTH, SAFETY, AND BACKGROUND SCREENING

4.1 Youth Safety & Screening. All Mission employees and volunteers who interact with minors shall undergo background checks acceptable to the City prior to service and at intervals required by policy. Mission shall maintain and enforce written youth-safety policies, including incident reporting.

4.2 Compliance with Laws. Mission shall comply with all applicable laws, codes, regulations, and public health requirements relating to the operation of the Mission Center and the conduct of programs involving minors. Mission shall maintain all required aquatic-facility permits and ensure lifeguards are certified in accordance with applicable public-health regulations.

5. REPORTS; CITY AUDIT RIGHT

By the 15th day following each calendar quarter, Mission shall deliver (i) an activity report summarizing programs, attendance, and notable incidents, and (ii) a financial statement of funds received and expended for Mission Center operations, together with documentation reasonably requested by the City. The City may audit Mission's Center-related books and records on reasonable notice during the Term and for two (2) years thereafter.

6. COMPENSATION; WITHHOLDING FOR NON-COMPLIANCE

6.1 Amount. The City shall pay Mission a total not-to-exceed \$123,500.00 for the Term, payable quarterly in arrears in equal installments of \$30,875.00 upon the City's receipt and acceptance of the quarterly reports required by §5 and confirmation of insurance compliance under §12.

6.2 Withholding. The City may withhold payment for documented non-compliance with reporting or insurance obligations until cured.

7. FUNDING; NON-APPROPRIATION

This Agreement is subject to annual appropriation by the City. If funds are not appropriated or otherwise become unavailable, the City may terminate this Agreement upon written notice without further liability, and Mission shall be paid for conforming services performed through the effective date.

8. INSURANCE

8.1 Required Coverages. Throughout the Term, Mission shall maintain at its expense the following insurance issued by carriers licensed to do business in Alabama:

(a) **Commercial General Liability (CGL)** – public liability including premises, products, and completed operations with limits of \$250,000 bodily injury each person; \$500,000 each occurrence; and \$100,000 property damage each occurrence; or, in lieu of the foregoing, a combined single limit of \$500,000 per occurrence for bodily injury and property damage.

(b) **Automobile Liability** – covering owned, non-owned, and hired autos, with limits not less than those stated in subsection (a) above or a combined single limit of \$500,000 per occurrence.

(c) **Workers' Compensation** – as required by Alabama law; and Employers' Liability in amounts not less than those required by applicable law.

8.2 Additional Insured; Primary & Non-Contributory; Waiver. The City of Mobile shall be named Additional Insured on the CGL and Automobile policies via endorsement(s) providing primary and non-contributory and a waiver of subrogation in favor of the City.

8.3 Certificates and Endorsements. Mission shall provide a certificate of insurance with copies of the Additional Insured/Primary & Non-Contributory and waiver endorsements prior to commencement and upon renewal.

8.4 Notice of Cancellation or Change. Policies shall be endorsed to provide at least 10 days' notice to the City for cancellation due to non-payment of premium and 30 days' notice for any other cancellation or material change.

9. INDEMNIFICATION; IMMUNITIES PRESERVED

To the extent permitted by law, Mission shall indemnify, defend, and hold harmless the City and its officers, officials, employees, and agents from and against all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts or omissions or willful misconduct of Mission, its employees, agents, or subcontractors in connection with this Agreement. Nothing herein waives any defense of governmental immunity, limitations of liability, or damages caps applicable to the City, including without limitation Ala. Code § 11-93-2.

10. COMPLIANCE; CIVIL RIGHTS; IMMIGRATION; ANTI-BOYCOTT

10.1 Civil Rights / ADA. Mission shall comply with all applicable non-discrimination laws, including Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and Section 504 of the Rehabilitation Act. Mission shall not exclude from participation in, deny the benefits of, or subject to discrimination any person on the basis of race, color, national origin, sex, age, or disability.

10.2 Immigration / E-Verify. Mission represents that it participates in E-Verify and will comply with applicable Alabama immigration laws and regulations for the duration of this Agreement and shall provide proof of current enrollment upon request.

10.3 Anti-Boycott Certification. Mission agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

11. ASSIGNMENT; SUBCONTRACTING; SUBLICENSING

Mission shall not assign, subcontract, sublicense, or otherwise transfer any rights or obligations under this Agreement, in whole or in part, without the City's prior written consent. Any attempted transfer without such consent is void.

12. INDEPENDENT CONTRACTOR; NO AUTHORITY TO BIND CITY

Mission is an independent contractor and shall have no authority to bind the City, incur obligations on the City's behalf, or make representations for the City.

13. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing and deemed given when delivered by hand, by nationally recognized overnight courier, by certified mail (return receipt requested), or by email with confirmation, addressed as follows:

City: City of Mobile Parks & Recreation
City of Mobile
205 Government Street Mobile AL 36602

With a copy to: City Attorney's Office
P.O. Box 1827
Mobile, Alabama 36633-1827

Mission: United Methodist Inner City Mission of Mobile, Inc.
Attn: Benjamin Lightner, Director
913 S Broad St, Mobile, AL 36603
Either party may change its notice address by giving notice under this section.

14. DEFAULT; TERMINATION

14.1 Convenience. Either party may terminate for convenience upon 30 days' written notice.

14.2 Cause. For a material breach, the non-breaching party may give written notice describing the breach. The breaching party shall have ten (10) business days to cure (or, if cure reasonably requires more time, to begin and diligently pursue cure to completion). The City may terminate immediately for illegality, loss of required insurance, or imminent safety risk.

14.3 Post-Termination Obligations. Upon termination, Mission shall return keys/access cards and other City property; deliver Mission Center-related records; and remove Mission's personal property, restoring affected areas to prior condition, ordinary wear and tear excepted. Obligations of indemnity, audit cooperation, and record retention shall survive termination.

15. GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of Alabama. Venue lies exclusively in the state courts of Mobile County, Alabama.

16. MISCELLANEOUS

16.1 Entire Agreement; Amendments. This Agreement constitutes the entire understanding of the parties regarding the subject matter and supersedes prior or contemporaneous agreements. Amendments must be in a writing executed by authorized representatives of both parties.

16.2 Severability. If any provision is found invalid or unenforceable, the remainder shall continue in full force and effect.

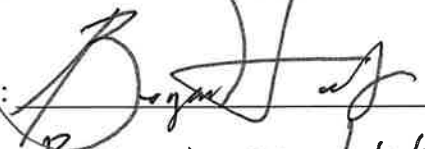
16.3 No Waiver. Failure to enforce any provision shall not constitute a waiver of that or any other provision.

16.4 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original and all of which together constitute one instrument.

[Signature page to follow]

SIGNATURES

UNITED METHODIST INNER CITY MISSION OF MOBILE, INC.

By: 
Benjamin M Lightner Exec Director
[Name of Officer, Title]
Date: 10/30/2025

NOTARY ACKNOWLEDGMENT (Corporate – Mission)

STATE OF ALABAMA
COUNTY OF Mobile

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that on this day, before me personally appeared Benjamin Lightner [Name of Officer], as Executive Director [Title] of United Methodist Inner City Mission of Mobile, Inc., an Alabama nonprofit corporation, who being duly authorized to act for and on behalf of said corporation, and being informed of the contents of this instrument, acknowledged before me on behalf of said corporation that he/she executed the same voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of October, 2025


Notary Public
My Commission Expires



(Seal)



CITY OF MOBILE, ALABAMA

By: _____
Spiro N. Cheriogotis, Its Mayor

Date: _____

Attest: _____
City Clerk

Exhibit A- Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2025

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606		CONTACT NAME: Shelton Mayhue, CIC, CISR Elite PHONE (A/C, No, Ext): 251-473-4600 E-MAIL ADDRESS: smayhue@higginbotham.net FAX (A/C, No): 251-450-0032	
License#: 2081754 UNITMET-01		INSURER(S) AFFORDING COVERAGE	
INSURED The United Methodist Inner City Mission Of Mobile, Inc 913 South Broad Street Mobile AL 36603-1002		INSURER A: Philadelphia Indemnity Insurance Company INSURER B: AlaCOMP INSURER C: Midwest Employers Casualty Company INSURER D: INSURER E: INSURER F:	
		NAIC # 18058 23612	

COVERAGES**CERTIFICATE NUMBER:** 93085408**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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PHPK2676288-015	4/5/2025	4/5/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2676288-015	4/5/2025	4/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	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 ☐	N/A	20086000 PFAL155000	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ 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

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P O Box 1827
Mobile AL 36633-1827

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Mobile

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Effective Date: 04/05/2024

Name of Person or Organization (Additional Insured):

City of Mobile

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE
CONDITION**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and the Garage Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Mobile

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: The United Methodist Inner City Mis

Endorsement Effective Date: 04/05/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

City of Mobile

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR
CERTIFICATE HOLDER**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART**

SCHEDULE OF ADDITIONAL INSURED OR CERTIFICATE HOLDERS

AI or CH	Additional Insured or Certificate Holder	Address
AI	City of Mobile	PO Box 1827, Mobile, AL 36633

The following is added to **A. CANCELLATION** of the Common Policy Conditions of the above applicable coverage part:

- A.** In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.
1. 30 days before the effective date of cancellation if we cancel for any reason other than for non - payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above **SCHEDULE** is added to the policy by a separate additional insured endorsement as the **CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER** does not provide additional insured coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2025

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Shelton Mayhue, CIC, CISR Elite PHONE (A/C, No, Ext): 251-473-4600 E-MAIL ADDRESS: smayhue@higginbotham.net FAX (A/C, No): 251-450-0032
License#: 2081754 UNITMET-01	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Company INSURER B : AlaCOMP INSURER C : Midwest Employers Casualty Company INSURER D : INSURER E : INSURER F :
INSURED The United Methodist Inner City Mission Of Mobile, Inc 913 South Broad Street Mobile AL 36603-1002	NAIC # 18058 23612

COVERAGES**CERTIFICATE NUMBER:** 1476772915**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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		PHPK2676288-015	4/5/2025	4/5/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		PHPK2676288-015	4/5/2025	4/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	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 ☐	N / A	20086000 PFAL155000	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ 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

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P O Box 1827
Mobile AL 36633-1827

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Jerry Williams is appointed to the Human Relations Commission
effective immediately for a term ending November 12, 2028.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Beau Fleming, District 5

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Jeremy Milling is re-appointed to the Board of Adjustment effective
immediately for a term ending November 12, 2028.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Nicholas Amberger

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

The Mayor is authorized to apply, accept and receive from the Alabama Department of Transportation in the amount of \$3,631,500.00 for the Airbus Distribution Center Industrial Access Project. (No local match required)

Amount of Contract:

Funding Source

ATTACHMENTS:

1. ALDOT - Resolution template 2025
2. Industrial Access Project - ALDOT 11-6-2025
3. ALDOT - Alabama Industrial Access Road & Bridge Corporation -Application for Funding Request - Project ACDC- Airbus Central Distribution Center - Mobi
4. 31-1040

REVIEWERS:

Martha Barton
Kelsi Tippery
Cherlina Monteiro
James Barber

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Transportation improvements (access road, turn lanes, and traffic signal) on Michigan Ave. at Woodpecker Dr. to benefit the Airbus Distribution Center; Project# IAR-049-000-008; CPMS Ref# 100081269.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein at a regular meeting of such Council held on the _____ day of _____, 20_____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20_____.

City Clerk

(AFFIX SEAL)

**CONSTRUCTION
AGREEMENT
FOR A
INDUSTRIAL ACCESS
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County**

**Project No. IAR-049-000-008
CPMS Ref# 100081269**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the transportation improvements (access road, turn lanes, and traffic signal) on Michigan Ave. at Woodpecker Dr. to benefit the Airbus Distribution Center; Project# IAR-049-000-008; CPMS Ref# 100081269.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Any deficiency in State funds or overrun in construction costs will be borne by the CITY from CITY funds. In the event of an underrun in construction costs, the State funds will not exceed the actual cost.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Corporation Industrial Access Funds	\$ 3,631,500.00
City Funds	\$ 0

TOTAL (Incl CE&I)	\$ 3,631,500.00

It is further understood that this is a cost reimbursement program and no State funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no State funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the STATE or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by Federal Highway Administration (FHWA) within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be

required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), to the maximum extent permitted by Alabama law and the Constitution of the State of Alabama, the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

City of Mobile, Alabama

ATTEST:

By: _____
As Mayor (Signature)

By: _____
Clerk (Signature)

Print Name of Mayor

Print Name of Clerk
(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Transportation improvements (access road, turn lanes, and traffic signal) on Michigan Ave. at Woodpecker Dr. to benefit the Airbus Distribution Center; Project# IAR-049-000-008; CPMS Ref# 100081269.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: (334) 242-6311 • Fax No.: (334) 262-8041

Kay Ivey
Governor



John R. Cooper
Transportation Director

October 15, 2025

The Honorable Sandy Stimpson
Mayor, City of Mobile
205 Government Street
Mobile, AL 36602

Dear Mayor Stimpson:

RE: Alabama Industrial Access Road and Bridge Corporation
Application for Funding Request
Project ACDC/Airbus Central Distribution Center
Mobile County

I am pleased to announce that the Board of Directors of the Industrial Access Road and Bridge Corporation met on October 14, 2025, and agreed to commit \$3,631,500.00, to fund transportation improvements to benefit Project ACDC.

Under the terms of this allocation, the City of Mobile will be responsible for preliminary engineering costs, right-of-way costs, utility costs, and any project cost overruns. An Alabama Department of Transportation representative will contact you regarding execution of the funding agreement and approval of the project plans, which must be done prior to any advertisement for bids or the beginning of work. Please know that any work done prior to execution of the agreement, approval of the plans and Department of Transportation notification to proceed will be ineligible for funding.

Please contact Mr. Clay P. McBrien, P.E., Assistant Chief Engineer of Policy and Planning, at 334-242-6317, if you have any questions concerning this matter. We are pleased that the Industrial Access Road and Bridge Corporation will be able to fund this worthwhile project.

Sincerely,

John R. Cooper
Transportation Director, as
President of the Industrial Access
Road and Bridge Corporation

JRC/ENA/CPM:dla

pc: Mr. Young Boozer
Mr. Bill Poole
Mr. Edward N. Austin, P.E.
Mr. Matthew Ericksen, P.E.
Ms. Stephanie Dragotta, P.E.
Mr. Brad Lindsey, P.E.
Mr. Jeff Hornsby
File

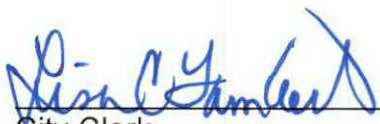
R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Alabama Department of Transportation (ALDOT), Alabama Industrial Access Road and Bridge Corporation, grant assistance in the amount of \$3,000,000.00 in support of the access road for the North Brookley Expansion site for Project ACDC, Airbus Central Distribution Center. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Department of Transportation, Alabama Industrial Access Road and Bridge Corporation. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted: AUG 05 2025



City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Restaurant Retail Liquor License
Submitted by: Red Moon 28, LLC
Location: Red Moon Restaurant and Hookah Bar
5470 Inn Road
Mobile, AL 36619

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/31/2025	NEW APPLICATION	2025 - 5755	132842	4	November 12, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

RED MOON 28 LLC

Trade Name (DBA)

RED MOON RESTAURANT AND HOOKAH BAR

Location Address

5470 INN ROAD

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature _____

Date _____



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

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DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/31/2025	NEW APPLICATION	2025 - 5755	132842	4	November ¹² 11 , 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

RED MOON 28 LLC

Trade Name (DBA)

RED MOON RESTAURANT AND HOOKAH BAR

Location Address

5470 INN ROAD

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature _____

Date _____

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner

Logan Anderson

Date: November 5, 2025

Re: Application # 5755 / 5470 Inn Rd.

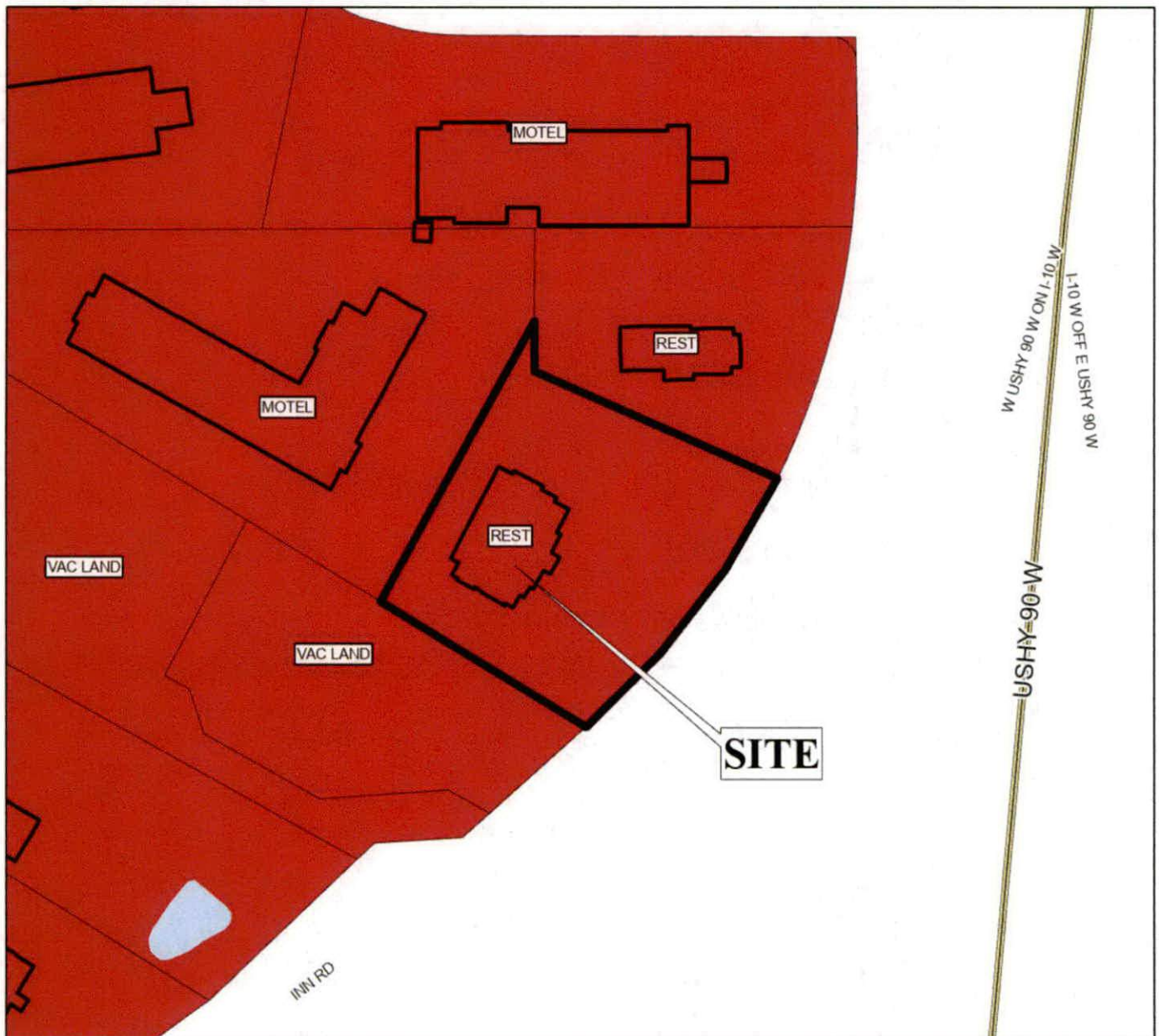
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 4, Ben Reynolds (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5755 DATE 11/12/2025

APPLICANT RED MOON 28 LLC

LOCATION 5470 INN RD

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

	R-A		R-3		B-1		B-2		B-5		ML		I-2		OPEN		T-3		T-5.2
	R-1		R-B		T-B		B-3		CW		MH		PD		SD		T-4		T-6
	R-2		H-B		LB-2		B-4		MM		I-1		MUN		SD-WH		T-5.1		

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/31/2025	NEW APPLICATION	2025 - 5755	132842	4	November 11, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

RED MOON 28 LLC

Trade Name (DBA)

RED MOON RESTAURANT AND HOOKAH BAR

Location Address

5470 INN ROAD

City, State, Zip Code

MOBILE AL 36619

Contact Person Information				
Name	Title	POA	Phone	Email
MOHAMED A BELLALAH	MEMBER	NO		

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 11/17/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 10/31/2025	Application Type NEW APPLICATION	Application Number 2025 - 5755	License Account # 132842	Council District 4	Council Agenda Date November 11, 2025
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name RED MOON 28 LLC			Trade Name (DBA) RED MOON RESTAURANT AND HOOKAH BAR		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 05/05/2025	SOS Entity ID 001-189-038	State AL	County MOBILE
Federal Tax ID (EIN) 33-5014893	Alabama State Sales Tax ID R012684049		Business Phone Number		
Physical Address (Street Address, Suite #) 5470 INN ROAD		City MOBILE	State AL	Zip Code 36619	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) RESTAURANT HOOKAH BAR		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name MOHAMED A BELLALAH	Title MEMBER	POA NO	Phone	Email	1
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name TC WINGS LLC			Property Owner Phone Number		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box) 4300 LEGENDARY DRIVE STE C208			City DESTIN	State FL	Zip Code 32541
Bldg Square Footage 5,636	Bldg Seating Capacity 160	Restroom Facilities YES	Patio Area YES	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> BELLALAH, MOHAMED AMINE		<u>Title</u> MEMBER	<u>Driver's License (State, Number)</u>		
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>	<u>Mobile/Phone Number</u>		
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
NO	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
<u>Full Name (Last, First, Middle)</u> DRIDI, AKRAM		<u>Title</u> MEMBER	<u>Driver's License (State, Number)</u>		
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>	<u>Social Security Number</u>	<u>Mobile/Phone Number</u>		
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
NO	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> N/A		<u>Title</u>	<u>Date of Birth</u>	<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information		Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) REMAWE, MAI EID		Title MEMBER	Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)		City	State Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?			
NO	If Yes, Law Violation	Arresting Agency	Arrest Date Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?			
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
Full Name (Last, First, Middle) N/A		Title	Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)		City	State Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?			
	If Yes, Law Violation	Arresting Agency	Arrest Date Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?			
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
Additional State of Alabama ABC License(s) not yet listed on Application			
Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

MB

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

MB

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

MB

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

MB

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

MB

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

MB

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

MB

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Mohamed Bellalah

10-31-25

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

owner

Sworn to and subscribed before me this **31st** day of **October** 20 **25**

Notary Person Printed Name

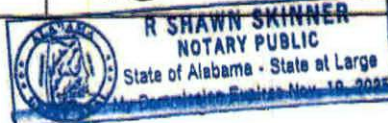
Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025





NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

RED MOON 28 LLC

Trade Name (DBA)

RED MOON RESTAURANT AND HOOKAH BAR

Location Address

5470 INN ROAD

Zip Code

36619

Application Number

2025 - 5755

Notice Post Date @ Location

10/31/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

November 11, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

RED MOON 28 LLC

dba

RED MOON RESTAURANT AND HOOKAH BAR

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

5470 INN ROAD

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

November 11, 2025 for application number **2025 - 5755**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

October 19, 2025



RED MOON RESTAURANT AND HOOKAH BAR
5470 INN ROAD
MOBILE, AL 36619 USA
ACCOUNT NUMBER: 132842 TERRITORY 4

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2157629	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
PO BOX 3065
MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

10/30/2025 03:08PM KAREN T.
049246-0001

BUSINESS LICENSE

RED MOON RESTAURANT AND HOOKAH BAR
132842
2025 2157629
ALCOHOL APPLICATION
FEE

Principal	\$50.00
Interest	\$0.00

\$50.00

Subtotal	\$50.00
TP CC FEE	\$2.50
Total	\$52.50

REVENUE CC \$52.50

Visa *****6909
Ref=4a2f57de-d902-4465-800c-6fe78d8429c9
Auth=044603

Change due \$0.00

Paid by: RED MOON RESTAURANT AND HOOKAH
BAR



Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251016151142102

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$300.00

Type License: 990 - TOBACCO ONLY

State: \$150.00 County: \$0.00

Trade Name: RED MOON RESTAURANT AND HOOKAH BAR

Filing Fee: \$100.00

Applicant: RED MOON 28 LLC

Transfer Fee:

Location Address: 5470 INN RD MOBILE, AL 36619

Mailing Address:

County: MOBILE

Tobacco sales: YES

Tobacco Vending Machines:

Product Type: 01

Type Ownership: LLC

Book, Page, or Document info: 001-189-038

Do you sell Draft Beer?:

Date Incorporated: 05/05/2025 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 05/05/2025

Federal Tax ID: 33-5014893

Alabama State Sales Tax ID: R012684049

Name:	Title:	Date and Place of Birth:	Residence Address:
MOHAMED AMIN BELLALAH	MEMBER		
AKRAM DRIDI	MEMBER		
MAI EID REMAWE	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MAI REMAWE

Home Phone:

Business Phone:

Cell Phone

Fax:

E-mail

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251016151142102

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **TC WINGS LLC 850-654-1866**
What is lessors primary business? **PROPERTY RENTAL**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **NO**
Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **YES**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **5636** Display Square Footage:
Building seating capacity: **160** Does Licensed premises include a patio area? **YES**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20251016151142102

Initial each

☐ MB
☐ MB

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☐ MB

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ MB

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☐ X

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☐ X

In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.

☐ X

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ MB

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ MB

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ MB

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Mohamed Bellalah

Signature of Applicant: Muhammad Bellalah

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham

Commission expires: 9/26/29

Application Taken: 10/16/25 App. Inv. Completed:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/07/2025

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 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 THE NORWOOD AGENCY LLC 717 LAKESIDE DRIVE MOBILE AL 36693	CONTACT NAME: DAVID STROECKER PHONE NO.: 251-661-1903 FAX NO.: 251-661-1962 E-MAIL ADDRESS: DSTROKE1@AOL.COM PRODUCER CUSTOMER ID:
INSURED RED MOON 28, LLC 570 INN ROAD MOBILE AL 36619	INSURER(S) AFFORDING COVERAGE INSURER A: HADRON SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ-ECT ☐ LOC.						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	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	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY / \$-0- DED			202250926	10-07-2025	10-07-2026	\$100,000 PER OCC \$100,000 AGGREGATE

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

PREMISES LOCATION: 570 INN ROAD, MOBILE, AL 36619 -0- DEDUCTIBLE ON POLICY

30 DAY CANCELLATION NOTICE GIVEN CC: SANDY.DURHAM@ABC.ALABAMA.GOV

CERTIFICATE HOLDER

CANCELLATION

ALABAMA ABC BOARD 5660 HIGHWAY 90 W DIVISION A THEODORE AL 36590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE TH EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE DAVID STROECKER
---	---

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STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

RED MOON 28 LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): Mai E Remawe

Street (no PO Boxes) address of registered office (must be located in Alabama):

6700 Wall St Apt 6H Mobile, AL 36695

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-189-038	DLL
Date	05/05/2025
Time	10:42:00
File	\$100.00
County	\$100.00
Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 5 / 5 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 42 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☒ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

5 / 5 / 2025
Date (MM/DD/YYYY)

Mai Remawe

Signature as required by 10A-5A-2.04

MEMBER

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

RED MOON 28 LLC

This name reservation is for the exclusive use of Mai Remawe, 6700 Wall St Apt
6H, Mobile, AL 36695 for a period of one year beginning May 05, 2025 and
expiring May 05, 2026



In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.

May 05, 2025

Date

A handwritten signature in dark ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

RES217338



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

RED MOON 28 LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012684049	10/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5470 INN RD MOBILE AL 36619-1953



**Community Risk Reduction Division
Mobile Fire Rescue Department**

2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

Inspections Performed by the Community Risk Reduction Division of Mobile Fire and Rescue Department are Valid 365 Days from the Date Issued

Occupant Name:	RED MOON	Inspection Date:	10/23/2025
Address:	5470 Inn Road	InspectionType:	Life Safety
City:	Mobile	Inspected By:	Wesley Foster
Suite:			
Insp. Result	Location	Code Set	Code
Pass	IFC 2021 SECTION 315 GENERAL STORAGE		315.3 - Combustible materials shall not be stored within 24" of ceiling height or 18" of sprinkler head. No storage allowed within 3' of any fire protection system. No combustible storage allowed in utility rooms or under stairways.
Pass	IFC 2021 SECTION 505 PREMISES IDENTIFICATION		505.1 - Address numeric size required to meet "Address Visibility Chart" for street address side of structure. All exterior doors of a multi-tenant structure shall identify the address of each tenant space.
Pass	IFC 2021 SECTION 603 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS		603.1 - Electrical panels clear of storage, no open junction boxes or joined wires not in a junction box. Extension cords only for temporary use. (see photo 1.1)
Pass	IFC 2021 SECTION 606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS		606.2 - Cooking that produces grease vapors shall not be allowed in a commercial business without correct fire protection and ventilation.
Fail	IFC 2021 SECTION 606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS		606.3 - Commercial cooking equipment is operating as intended, maintained, and clean from grease accumulation. (see photo 2.1, 2.2)
Inspector Comments: Ansul system is currently yellow tagged. Requires attention.			
Pass	IFC 2021 SECTION 703 PENETRATIONS		703.1 - All fire rated construction maintained per the fire code.
Pass	IFC 2021 SECTION 807 DECORATIVE MATERIALS AND ARTIFICIAL DECORATIVE VEGETATION IN NEW AND EXISTING BUILDINGS		807.2 - Combustible decorative materials limited 10% of ceiling/wall area.
Pass	IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS		906.1 - Extinguishers mounted in an accessible and visible location as required. (see photo 3.1)
Pass	IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS		906.4.2 - Class K portable fire extinguishers for deep fat fryers. (see photo 4.1)
Pass	IFC 2021 SECTION 1003 GENERAL MEANS OF EGRESS		1003.6 - Obstructed means of egress.
Pass	IFC 2021 SECTION 1008 MEANS OF EGRESS ILLUMINATION		1008.2 - Emergency Lights - where required. (see photo 5.1)
Pass	IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES		1010.1 - Fire emergency egress doors meet fire code requirements. (see photo 6.1)
Fail	IFC 2021 SECTION 1013 EXIT SIGNS		1013.1 - Exits and exit access doors shall be marked by an approved exit sign with secondary emergency power source. (see photo 7.1)
Inspector Comments: One exit sign requires attention. Battery backup does not work.			
Fail	IFC 2021 SECTION 1004 OCCUPANT LOAD		1004.9 - Posting of occupant load.

Inspector Comments: Occupant load sign required for this location.

Inspector Comments: Deficiencies listed in the report. Set 3 week re-inspection. Inspector Foster 251-485-3030

Inspector will return on or after 11/13/2025

Thank you for your cooperation in keeping your business and our community safe! If you have any questions, please contact the fire inspector listed at the top of this report.

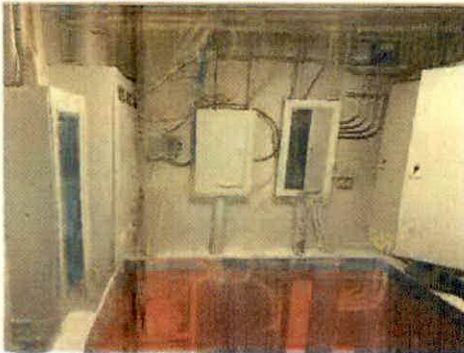
Company Representative:

Mohamed Bellalah
10/23/2025 11:11:33 AM
Signature valid only in mobile-eye's documents
Mohamed Bellalah
10/23/2025

Inspector:

Wesley Foster
10/23/2025 11:11:33 AM
Signature valid only in mobile-eye's documents
Wesley Foster
10/23/2025

1.1 - 603.1,



2.1 - 606.3.



2.2 - 606.3,



3.1 - 906.1,



4.1 - 906.4.2,



5.1 - 1008.2.



10/31/25, 2:32 PM

6.1 - 1010.1.



Ref: 32404

Report

7.1 - 1013.1.



**Community Risk Reduction Division
Mobile Fire Rescue Department**



2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

**Inspections Performed by the Community Risk Reduction Division of
Mobile Fire and Rescue Department are Valid 365 Days from the Date Issued**

Occupant Name:	RED MOON	Inspection Date:	10/30/2025 (Initial Insp. Date: 10/23/2025)
Address:	5470 Inn Road	InspectionType:	Reinspection #1 (Life Safety)
City:	Mobile	Inspected By:	Wesley Foster
Suite:			

Insp. Result	Location Code Set	Code
Fail - Cleared	IFC 2021 SECTION 606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS	606.3 - Commercial cooking equipment is operating as intended, maintained, and clean from grease accumulation. (see photo 1.1, 1.2)

✓ **Cleared on 10/30/2025**

Fail - Cleared	IFC 2021 SECTION 1013 EXIT SIGNS	1013.1 - Exits and exit access doors shall be marked by an approved exit sign with secondary emergency power source. (see photo 2.1)
-------------------	-------------------------------------	--

✓ **Cleared on 10/30/2025**

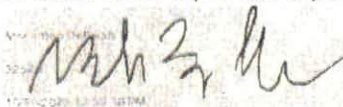
Fail - Cleared	IFC 2021 SECTION 1004 OCCUPANT LOAD	1004.9 - Posting of occupant load.
-------------------	--	------------------------------------

✓ **Cleared on 10/30/2025**

Inspector Comments: Deficiencies cleared. Ok for business license. Inspector Foster 251-485-3030

Thank you for your cooperation in keeping your business and our community safe! If you have any questions, please contact the fire inspector listed at the top of this report.

Company Representative:


Signature valid only in mobile-eyes documents
 Mohamed Bellalah
 10/30/2025

Inspector:


Signature valid only in mobile-eyes documents
 Wesley Foster
 10/30/2025



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to by Red Moon 28 LLC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

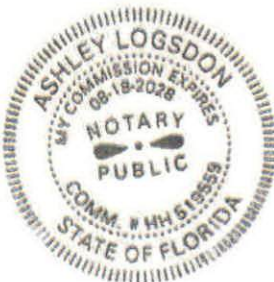
Sworn to and subscribed before me this 20 day of October 2025

Notary Printed Name <u>Ashley Logsdon</u>	Notary Signature <u>Ashley Logsdon</u>	My (Notary) Commission Expires <u>08/18/2028</u>
--	---	---

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)



PC Wings LLC

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

4300 Legendary Dr. C208

City, State, Zip

City, State, Zip

Destin, FL 32541

Date Agreement Signed

Date Agreement Signed

COMMERCIAL SUBLEASE

This sublease is made this day of May 5, 2025, by and between TC WINGS, LLC ("Sublessor") and RED MOON 28 LLC ("Sublessee"); and is a sublease to the master lease by and between TC WINGS, LLC ("Lessor") and TC WINGS I LLC.

AGENCY AND COMMISSIONS: The Agent for the Sublessor is Vallas Realty, Inc. ("Agent"). Landlord shall pay Vallas Realty, Inc. a commission of Five Percent (5%) of the net lease amount, and a commission of Five Percent (5%) of the Sale Price.

DESCRIPTION: That the Sublessor does hereby demise and let unto the Sublessee the following described real property in MOBILE County, Alabama, to-wit, together with improvements thereon ("Premises") commonly known as: 5470 Inn Road, Mobile, Alabama and further described on Exhibit "A".

For continuous use and occupancy by the Sublessee as restaurant/hookah lounge and for no other different use or purpose.

TERMS: For and during the term of Sixty Months, beginning on the 1st day of July 2025 and ending on the 30th day of June 2030. Provided Tenant is not in default during the initial term, they shall have one renewal option of five (5) years. Tenant must give Landlord notice one hundred eighty (180) days prior to the expiration of the Initial Term that they plan to exercise their renewal option.

IN CONSIDERATION WHEREOF, the Sublessee promises and agrees to pay the Sublessor, or Agent, at the Office of Agent, as fixed minimum rent for the Premises for the whole term hereunder, the sum of Four Hundred Thirty-Two Thousand Dollars (\$432,000.00) which said sum is payable in the amount and manner, and for the rental period, hereinafter set forth:

Initial Term:	Months	Lease Months	Monthly Rate	Annual Total
	07/01/2025 - 12/31/2025	1-6	\$0.00	
	1/01/2026 - 06/30/2030	7-60	\$8,000.00	\$432,000.00
Renewal Option:	07/01/2030 - 06/30/2035	61 - 120	\$8,800.00	\$528,000.00

REAL ESTATE TAXES & PROPERTY INSURANCE: Sublessee shall reimburse Sublessor actual expenses for real estate taxes and property insurance. The amount shall be pro-rated for the first year starting with Lease Month 1. Sublessee shall maintain general liability insurance and liquor liability insurance.

PLACE OF PAYMENT: The Sublessee will pay the specified rent and any "additional rent" at the times and in the manner herein provided, to TC Wings, LLC, or mailed to same or to such other person or place as the Sublessor will designate from time to time.

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

SECURITY: Sublessee will deposit with Sublessor a security deposit in the amount of Eight Thousand Dollars (\$8,000.00) as security for the faithful performance and observance by Sublessee of the terms, provisions and conditions of this lease. It is agreed that in the event Sublessee defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Sublessor may use, apply or retain the whole of any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Sublessor may be required to expend by reason of Sublessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Sublessor. In the event that Sublessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security shall be returned to Sublessee without interest, after the expiration of the lease and delivery of entire possession of the Premises to Sublessor.

LANDLORD'S WORK: Landlord shall repair / replace all broken glass, and remove all trash and debris from exterior and interior of Premises. Landlord shall deliver the Premises with the HVAC, plumbing, hot water heater, and coolers in good working order.

LATE CHARGE: In addition to all other payments provided for in this lease, Sublessee shall be assessed with and shall pay a late charge of \$200.00, for each rental installment which is delinquent for ten (10) days or more.

POSSESSION: The Sublessor covenants that the Sublessee on paying the fixed minimum rent, and additional rent reserved, if any

Sublessee Initials: RE MB
Sublessor Initials: [Signature]

ADDRESSES FOR NOTIFICATION:

SUBLESSOR:
TC Wings, LLC
4300 Legendary Drive
Suite C 208
Denton, Florida 32541

SUBLESSEE:

IN WITNESS WHEREOF, the Sublessor and the Sublessee have caused this Lease to be executed on its behalf, effective as of the date first hereinabove stated.

SUBLESSOR: TC Wings LLC

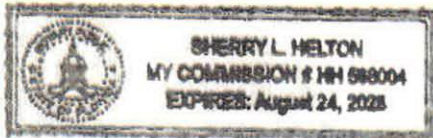
Print Name: Robert Fox Date 5/12/25

STATE OF Florida
COUNTY OF Alachua

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert Fox whose name 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 said instrument, he, with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand this the 12 day of May, 2025.

(SEAL)



Print Name: Sherry Helton

Notary Public

My commission expires: 08/24/2028

Sublessee Initials: MB/LAK
Sublessor Initials: RWC

SUBLESSEE:
RED MOON 28 LLC

Print Name: Akram Dridi Date 6/17/2025

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that AKRAM DRIDI, whose names are 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 above and foregoing instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this the 17 day of June, 2025.



Print Name: Amber Hightower Dedeaux

Notary Public

My commission expires: Feb. 14, 2025

SUBLESSEE:
RED MOON 28 LLC

Print Name: Mohamad Bellalah Date 6-17-25

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that MOHAMAD BELLALAH, whose names are 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 above and foregoing instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this the 17 day of June, 2025.

(SEAL)



Print Name: Amber Hightower Dedeaux

Notary Public

My commission expires: Feb 14, 2025

Sublessee Initials: AK MB
Sublessor Initials: _____

Exhibit "A"
Site Plan

Parcel No:

R023308272000020.000

Key No:

01682352

Legal Description:

COMG AT INT OF W/L OF SEC 27 T5S R2W WITH S ROW OF OLD PASCAGOULD RD TH RUN S 00 DEG 05 MIN E ALG SD W/L OF SEC 27 A DIS OF 824.23 FT TO A PT TH RUN N 89 DEG 15 MIN E 753.15 FT TO AN IRON PIPE TH RUN S 01 DEG 52 MIN 30 SEC W 79 FT TO POB OF PPTY HEREIN DESC TH CONT S 01 DEG 52 MIN 30 SEC W 40 FT TO AN IRON PIPE TH RUN S 71 DEG 28 MIN 55 SEC E 224.28 FT TO AN IRON PIPE ON W ROW OF I-10 TH RUN SWLY ALG SD ROW FOLL A CURVE TO RT HAVING A RAD OF 556.23 FT AN ARC DIS OF 250 FT (CHORD BEARS S 35 DEG 0



Sublessee Initials: MB / AK
Sublessor Initials: [Signature]

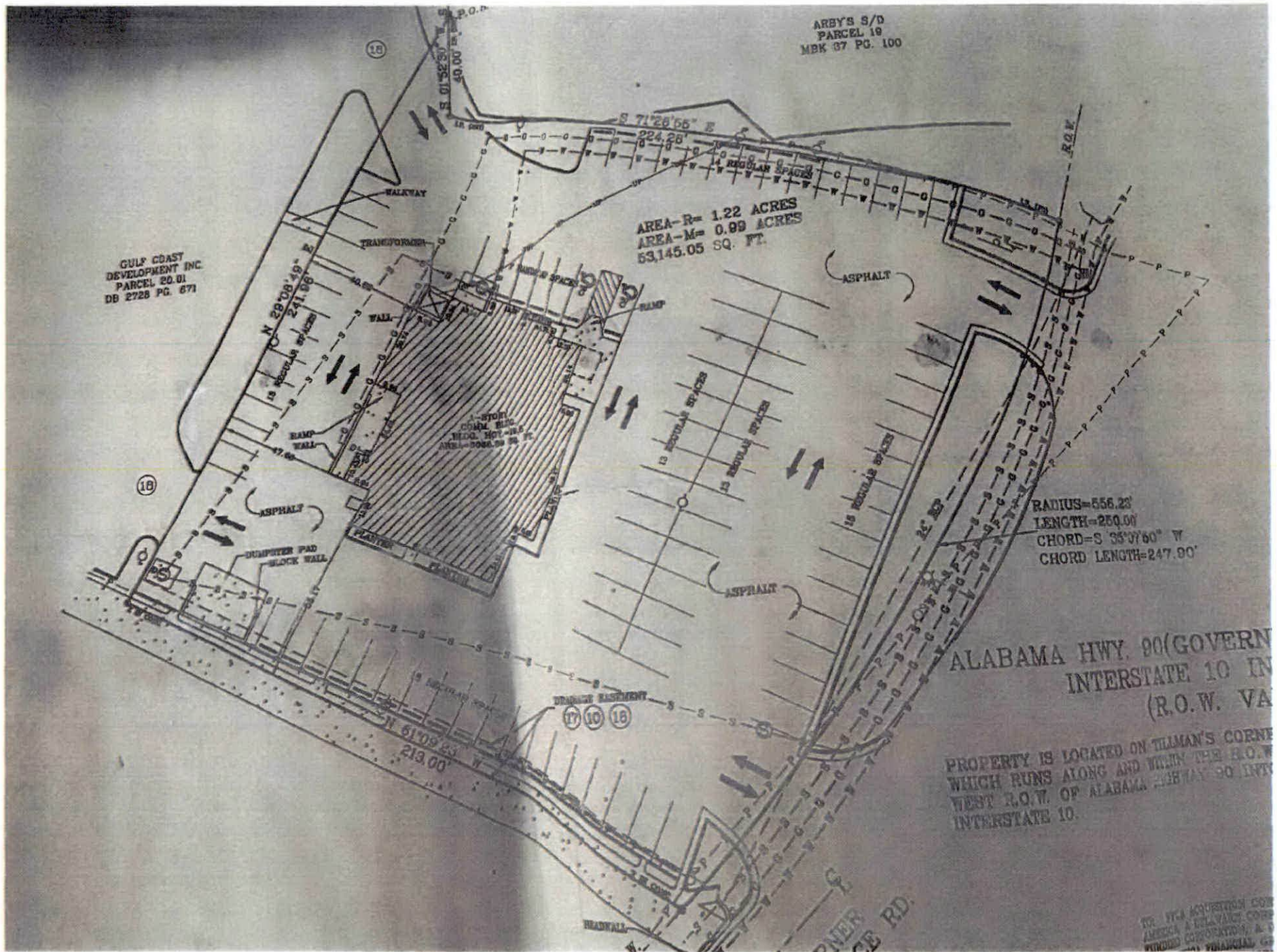


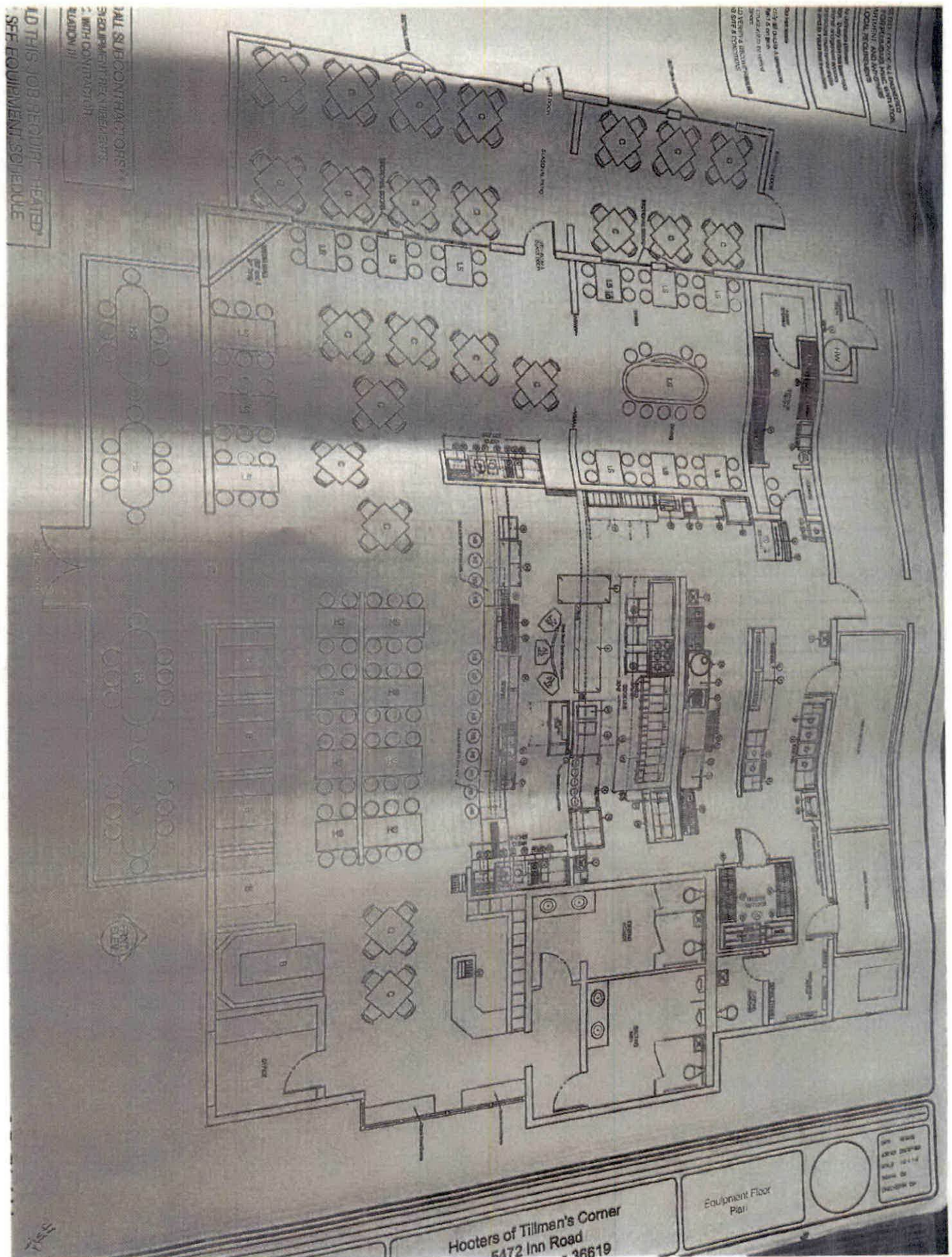
CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☐ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (Artist match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) ☐ Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Red Moon 28 LLC				Trade Name (DBA) RED MOON RESTAURANT and HOOKAH BAR			
Company Physical Address (Street Address, Suite #) 5470 INN ROAD				City Mobile	State AL	Zip Code 36697	
Business Contact Person Information							
Name Mohamed Bellalah		Title owner		Phone		Email Email.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 5636	Parking Provided 19+	Parking Required 19	Compliance ☒	Zoning B-3	Approved ☒		
Comments EXISTING RESTAURANT/LOUNGE							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler			Date 10-31-2025		







Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-163158-2025

Issue Date: 10/31/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023308272000020.	5470 Inn Rd	

Business Name	Issued To	Zoning Districts
RED MOON 28 LLC dba RED MOON RESTAURANT AND HOOKAH BAR	Name: MOHAMED A. BELLAHAH Company: RED MOON 28 LLC dba RED MOON RESTAURANT AND HOOKAH BAR Address: 5470 Inn Rd MOBILE, AL 36619 Phone:	B-3

This Zoning Classification Allows the property to be used for:
RESTAURANT / LOUNGE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

RESOLUTION

Sponsored by: Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Victor Road be given the honorary name of "Honorary Shirley Thomas Road".

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **November 4, 2025**

SUBJECT: WEED LIEN GROUP **1672**

Attached, please find Assessment Lists for Weed Lien Group Number **1672** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

11/12/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

12/16/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED): 11/13/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 11/27/2025

LEGAL NOTICE ADS: 12/3/2025-12/10/2025

POSTING DATE: 12/9/2025

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER					
	1672				Res. No.	
11/12/2025	LOTS TO BE DECLARED				58-	
12/16/20252	LOTS FOR PUBLIC HEARING				58-	
//2025	LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	2451 Salvia St N	62638	81576		2	
2	2508 Coutney St S	71121	81577		3	
3	1357 Houston St	53918	51578		2	
4	7214 Ninth St	55002	81582		7	
5	2871 Mill St	68233	81583		1	
6	2873 Frederick St	56638	81584		1	
7	300 Union Ave	5660	81585		1	
8	1250 Oak Lane Dr	52144	81586		7	
9	601 Sweney Lane	63515	81587		2	
10	651 Welworth St	60939	81588		1	
11	1917 Seale St	63263	81594		1	
12	7142 Mobile St	43518	81595		4	
13	4273 Higgins Rd	70253	81596		4	
14	3752 Sheips Lane	52904	81597		5	
15	3725 Alba Club Rd	49799	81598		3	
16	1203 Oak Lane Cir W	52184	81602		7	
17	1559 California St	58911	81603		2	
18	405 Flint St	51540	81604		2	
19	1210 Alba St	64904	81605		3	
20	552 S Ann St	59950	81606		3	
				\$ -		
Numbers of lots cut						
District total for this group		Numbers of lots cut				
1	5		1			
2	5		2			
3	4		3			
4	2		4			
5	1		5			
6	0		6			
7	3		7			
	20			0		
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Amy Jackson

Marchetta Paul 11-6-2025

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1672** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **16th day of December, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: October 31, 2025

SUBJECT: Weed Lien Group 1664 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) **1664**. Please place these on the City Council's Agenda for **November 12, 2025**.

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		WEED LIEN					
		CONTRACT NUMBER				5583	
		1664				Res. No.	
5/20/2025		LOTS TO BE DECLARED				58-832	
6/24/2025		LOTS FOR PUBLIC HEARING				58-877	
11/12/2025		LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A	
No.	Address	CASE #	CASE #	Assessed		CBO	
1	7161 Tenth St	47905	50199	\$ 175.00	7		
2	1353 Hill Ave	47423	50201	\$ 50.00	2	CBO	
3	1330 Adams St	44372	50202	\$ 175.00	2		
4	401 Calhoun St	46057	50203	\$ 50.00	2	CBO	
5	2760 Club House Rd	47641	50204	\$ 183.85	3		
6	1158 Newman Lane	47837	50206	\$ 175.00	2		
7	0 Newman Lane	41534	50208	\$ 50.00	2	CBO	
	Par. No. (22 08 44 0 019 244.XXX)						
8	2300 Hoppin St	48117	50209	\$ 50.00	3	CBO	
9	927 Nellie St	43056	50210	\$ 50.00	3	CBO	
10	1503 Stewart Rd	48830	50211	\$ 50.00	3	CBO	
11	1702 Brill Rd	39922	50212	\$ 274.85	3		
12	1251 Stewart Rd	48924	50213	\$ 50.00	3	CBO	
13	1002 Alba St	48915	50214	\$ 175.00	3		
14	1711 Butler St	48909	50215	\$ 50.00	1	CBO	
15	315 Erwin St	49518	50216	\$ 50.00	1	CBO	
16	2763 Gonzales Rd	49184	50299	\$ 376.75	3		
17	1556 Illinois St	43293	50300	\$ 281.53	2		
18	313 Carstens St	49206	50308	\$ 50.00	2	CBO	
				\$ 2,316.98			
Numbers of lots cut		Numbers of lots cut					
District total for this group							
1	2		1	0			
2	7		2	3			
3	8		3	4			
4	0		4	0			
5	0		5	0			
6	0		6	0			
7	1		7	1			
	18			8			
*ADD Added in from other Groups							
*CBO Cut By Owner							
*N/A Taken out by Inspector							

Fany Johnson 11-5-25
Marchetha Jaito 11-5-25



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **ROBINSON ALBERTA**
Address: **116 AUGUSTA COURT**
City, State, Zip: **FAIRHOPE, AL 36532**
Group Number: **1664** Item # **1**

Lot Description: **LOTS 47-50 BLK 20 MOBILE TERRACE SUB DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 1 003 (28 04 18 1 003 050.XXX) 7161 10TH ST**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: 10/23/2025 Contractor: Mr. Nicholas Shelly

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		10,000	\$ 0.0125	\$ 125.00
Adminitration Fee		1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia E Dean

SECRETARY

Marchetta Spivey

INSPECTOR

Ray Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **WILLIAMS ALMA H**
Address: **P. O. BOX 61**
City, State, Zip: **ST ELMO, AL 36568-0061**
Group Number: **1664** Item # **2**

Lot Description: **LOT 12 BLK 24 TISDALE SUB OF FISHER TRT DBK 75/26 #SEC 13 T4S R1W #MP29 06 13 003 (29 06 13 0 003 206.XXX) 1353 HILL AVE**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,800	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY

Marquette Jantz
INSPECTOR

Fany Fikson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **KEY DONNVAN**
C/O JARRETT STANFORD
Address: **651 CATON AVE**
City, State, Zip: **MOBILE, AL 36617-2239**
Group Number: **1664** Item # **3**

Lot Description: **LOT 8 BLK 32 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 041.001) 1330 ADAMS ST**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: 10/23/2025 Contractor: Mr. Nicholas Shelly

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,439	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia E Dean
SECRETARY

Michele Jarte
INSPECTOR

Angie Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **CALLIER WILLIAM HENRY BUTCH**
Address: **P. O. BOX 587**
City, State, Zip: **MOBILE, AL 36601-0587**
Group Number: **1664** Item # **4**

Lot Description: **LOTS 11, 12 & 13 BLK 65 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 179.XXX) 405 CALHOUN ST**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	16,100	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shaeia Dean
SECRETARY
Margherita Davis
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2025

Lot Owner: **TICEM CONSULTANTS INC**
C/O MICHAEL LIDKE
Address: **607 W CROFTON**
City, State, Zip: **CHANDLER, AZ 85225-1835**
Group Number: **1664** Item # **5**

Lot Description: **BEG AT SW COR OF LOT 17 OF A RESUB OF LOT 3 1ST DIV OF MCVOY TRT DBK 156/70-71 TH RUN NLY 200.0 FT TO A PT TH RUN ELY 65.0 FT TO A PT TH RUN SLY 200.0 FT TO A PT ON TH N ROWL OF CLUB HOUSE RD TH RUN WLY 65.0 FT ALG SD N ROWL OF CLUB HOUSE RD TO THE POB #SEC 40 T5S R1W #MP32 08 40 0 004 (32 08 40 0 004 065.XXX) 2760 CLUB HOUSE RD**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: 10/23/2025 Contractor: Mr. Nicholas Shelly

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		10,708	\$ 0.0125	\$ 133.85
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 183.85

Shelia E Dean

SECRETARY

Madhettia Jante

INSPECTOR

Harry Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2025

Lot Owner: **GOWDY JOHNNY & LOUVENIA**
Address: **2428 WYNNDIKE CIR**
City, State, Zip: **JACKSON, MS 39209**
Group Number: **1664** Item # **6**

Lot Description: **LOT 67 BATTOTTI PLACE DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 104.XXX) 1158 NEWMAN ST**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: 10/23/2025 Contractor: Mr. Nicholas Shelly

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,450	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelice E Dean

SECRETARY

Marchetta Sarte
INSPECTOR

Anthony Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

October 31, 2025

Lot Owner: **BILLINGSLEY AGNES R &
C/O ROBERT COLLINS**
Address: **6128 LAURA AVE**
City, State, Zip: **ST LOUIS, MO 63136-4731**
Group Number: **1664** Item # **7**

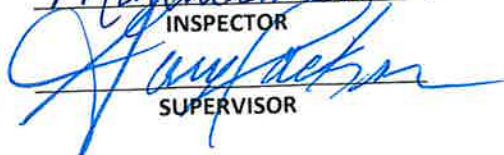
Lot Description: **LOTS 33 & 34 BATTOTTI PLACE DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019 (22
08 44 0 019 244.XXX) 0 NEWMAN ST**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	15,000	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **BILLINGSLEY AGNES R &
C/O ROBERT COLLINS**
Address: **1120 NEWMAN LN**
City, State, Zip: **MOBILE, AL 36610**
Group Number: **1664** Item # **7**

Lot Description: **LOTS 33 & 34 BATTOTTI PLACE DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019 (22
08 44 0 019 244.XXX) 0 NEWMAN ST**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	15,000	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Sholice Dean
SECRETARY

Marthetta Jente
INSPECTOR

James Parker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **MAURO MARY U**
C/O MICHELLE TOLER
Address: **29174 VLAHOS LN**
City, State, Zip: **DAPHNE, AL 36526-8576**
Group Number: **1664** Item # **8**

Lot Description: **LOT 21 HAKANSON EXT TO SUBDIV OF N PART OF LOT 6 ROSEDALE SUBDIV MBK 4 P 47**
#SEC 35 T5S R1W #MP32 04 35 0 001 (32 04 35 0 001 023.XXX) 2300 HOPPIN ST

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	31,914	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Sholice Dean
SECRETARY
Marabetha J. Jantz
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **J FAIR ENTERPRISES INC,
AN ALABAMA CORP**

Address: **3306 GRACE DR**

City, State, Zip: **OPELIKA, AL 36608**

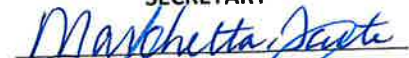
Group Number: **1664** Item # **9**

Lot Description: **ALL OF LOT 32 BLK 2 & A TRIANGULAR PORT OF LOT 31 BLK 2 ARLINGTON TERRACE DBK 156 N S PG 256-257 & SD PORT OF LOT 31 BLK 2 BEING MORE PART DESC AS FOLL: BEG AT NELY COR OF SD LOT 31 SD PT BEING ON S/L OF NELLIE S T & ALSO BEING NW COR OF SD LOT 32 TH RUN WLY & ALG N/L OF SD LOT 31 & S/L NELLIE ST 5.5 FT TH RUN SWLY 134.38 TO SWLY COR OF SD LO T 32 SD PT ALSO BEING SE COR OF SD LOT 31 TH RUN NELY & ALG WLY LINE OF SD LOT 32 & ELY LINE OF SD LOT 31 136.71 FT TO POB #SEC 36 T4S R1W #MP29 11 36 0 002 (29 11 36 0 002 109.XXX) 927 NELLIE ST**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,302	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **MCDONALD MARK WAYNE**
Address: **6427 NORTHWOOD PL**
City, State, Zip: **JACKSON, MS 39213**
Group Number: **1664** Item # **10**

Lot Description: **BEG AT PT WHERE N/L OF LOT 4 OF 1ST DIV OF MCVOY TRT INT C/L OF CEDAR PT RD RUN TH E ALG N/L OF SD LOT 4 279.5 FT TO PT RUN TH S 01 DEG 30 MIN E 60 FT TO PT RUN TH E ALG S/L OF A PUB RD 75 FT TO POB OF PPTY HEREIN CONVEYED TH CONT E ALG S/L OF SD PUB RD 150 FT TO PT RUN TH S 01 DEG 30 MIN E 150.3 FT TO PT RUN TH W 150 FT TO PT RUN TH N 01 DEG 30 MIN W 150.3 FT TO POB A/K/A (E 150 FT(S) LOT 2 SINGLETON SUB MBK 22/123) (32 09 40 0 001 037.001) 1503 STEWART RD**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	22,500	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY
Marichetta J. Jantle
INSPECTOR
Angela L. Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **CAIN WILLIAM E & MARTHA R**
Address: **1702 BRILL RD**
City, State, Zip: **MOBILE, AL 36605-4013**
Group Number: **1664** Item # **11**

Lot Description: **LOT 44 GULF DALE 1ST ADD MBK 10 P 260 #SEC 40 T5S R1W #MP32 06 40 0 002 (32 06 40 0 002 098.XXX) 1702 BRILL RD**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: 10/23/2025 Contractor: Mr. Nicholas Shelly

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		17,988	\$ 0.0125	\$ 224.85
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 274.85

Shelia E Dean
SECRETARY

Marabetha Lute
INSPECTOR

James Baker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **PERINE WESLEY DANARD**
Address: **2016 GRENOBLE DR**
City, State, Zip: **CARROLTON, TX 75007**
Group Number: **1664** Item # **12**

Lot Description: **LOTS 88 & 89 BLK -B- BAY RIDGE ESTS MBK 3 P 249 #SEC 40 T5S R1W #MP32 05 40 0 004 (32 05 40 0 004 059.XXX) 1251 STEWART RD**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	15,181	0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean

SECRETARY

Margaretta J. Jester

INSPECTOR

Anthony R. Riker

SUPERVISOR



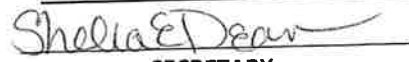
MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
October 31, 2025

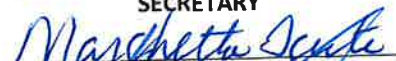
Lot Owner: **ROSS LAWRENCE WAYMON JR,**
EVA WALKER
Address: **3577 DAUPHIN ISLAND PKWY APT 45**
City, State, Zip: **MOBILE, AL 36605-1502**
Group Number: **1664** Item # **13**

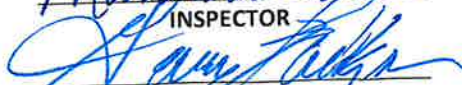
Lot Description: **S 1/2 LOT 27 COWAN SUB DBK 77 P 357 #SEC 34 T4S R1W #MP29 11 34 1 001 (29 11 34 1 001 044.XXX) 1002 ALBA ST**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: 10/23/2025 Contractor: Mr. Nicholas Shelly

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	2,645	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
October 31, 2025

Lot Owner: **HINES ANTHONY**
Address: **1399 MUNDYS MILL RD**
City, State, Zip: **JONESBORO, GA 30238**
Group Number: **1664** Item # **14**

Lot Description: **LOTS 17 & 20 BLK 6 LINCOLN PARK S/D NUM 2 RESUB LOTS 3 4 & 5 R5E OF OWEN DIV OF ST LOUIS TRACT LOC IN T4S R1W MBK 4/284 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 095.001) 1711 BUTLER ST**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,122	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
SECRETARY

Marichetta J. Jantz
INSPECTOR

Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **VICKERS JACKIE L**
Address: **1109 SAINT NICHOLAS AVE**
City, State, Zip: **BREWTON, AL 36426**
Group Number: **1664** Item # **15**

Lot Description: **LOT 9 DEBRIERE SUB MBK 3 PG 649 #SEC 18 T4S R1W #MP29 08 18 2 001 (29 08 18 2 001 036.XXX) 315 ERWIN ST**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,882	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **GUNTHER JIMMIE F SR**
C/O TRACEY MITCHELL
Address: **9569 POLO PL N**
City, State, Zip: **MOBILE, AL 36695-8726**
Group Number: **1664** Item # **16**

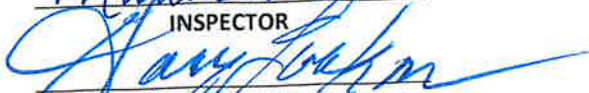
Lot Description: **FROM NE INT OF FAIRFIELD RD & CLUB HOUSE RD RUN N 00 DEG 13 MIN 30 SEC E ALG E/L OF FAIRFIELD RD 300 FT TO A PT TH S 89 DEG 45 MIN E & PAR TO CLUB HOUSE RD 285 FT TO POB OF PPTY HEREIN DESC TH N 00 DEG 13 MIN 30 SEC E & PAR TO FAIRFIELD RD 150 FT TO A PT TH S 89 DEG 45 MIN E & PAR TO CLUB HOUSE RD 180 FT TO A PT ON E/L OF BLK 1 OF FAIRFIELDS MBK 4 P 212 TH S 00 DEG 13 MIN 30 SEC W ALG E/L OF SD BLK 1 DIS 150 FT TO SE COR OF LOT 6 BLK 1 OF SD FAIRFIELD SUBDIV TH WLY ALG S/L OF SD LOT 6 BLK 1 OF FAIRFIELD 180 FT TO A PT #SEC 40 T5S R1W #MP32 08 40 0 004 (32 08 40 0 004 076.XXX) 2763 GONZALES RD**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: 10/23/2025 Contractor: Mr. Nicholas Shelly

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		26,140	\$ 0.0125	\$ 326.75
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 376.75


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **BROWN TODD**
Address: **P. O. BOX 522**
City, State, Zip: **STAPLETON, AL 36578-0522**
Group Number: **1664** Item # **17**

Lot Description: **LOT 11 ALFRED NICHOLAS PPTY FOR CHILDREN DBK 112/328 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 069.XXX) 313 CARSTENS ST**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: 10/23/2025 Contractor: Mr. Nicholas Shelly

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		18,522	\$ 0.0125	\$ 231.53
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 281.53

Shoia E Dean
SECRETARY

Marcella Jante
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
October 31, 2025

Lot Owner: **GAVIN ALEXANDER JR**
Address: **P. O. BOX 866**
City, State, Zip: **MOBILE, AL 36633-0866**
Group Number: **1664** Item # **18**

Lot Description: **COMG NW COR WISCONSIN AVE & ILLINOIS ST RUN WLY ALG ILLINOIS ST 150 FT FOR
BEG CONT ALG N/S ILLINOIS ST 66.2 FT TO SW COR LOT 8 BLK 31 GLENDALE PARK DBK
61/316 TH NLY ALG W/L LOTS 8 7 6 5 & 4 265 FT(D) 252 FT(S) TO NW COR LOT 4 TH ELY
ALG N/L LOT 4 76 FT TH SLY 50 FT TO PT 73 FT ELY OF W/L OF SD LOT 4 TH ELY 17 FT(S)
TH SLY 200 FT TO BEG BEING PT LOTS 4 5 6 7 & 8 BLK 31 SD SUB #SEC 27 T4S R1W
#MP29 10 27 2 002 (29 10 27 2 002 065.XXX) 1556 ILLINOIS ST**

Nuisance Date: 5/20/2025 Posting Date: 6/17/2025 Hearing Date: 6/24/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	14,574	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Maychetta Joute
INSPECTOR

James Parker
SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1664** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: November 5, 2025

SUBJECT: Weed Lien Group 1667 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) 1667. Please place these on the City Council's Agenda for November 12, 2025.

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		WEED LIEN					
		CONTRACT NUMBER				5584	
		1667				Res. No.	
7/29/2025		LOTS TO BE DECLARED				58-1014	
9/2/2025		LOTS FOR PUBLIC HEARING				58-1134	
11/12/2025		LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A	
No.	Address	CASE #	CASE #	Assessed		CBO	
1	2475 Third Avenue	52545	54524	\$ 50.00	1	CBO	
2	2550 Dauphin Island Pkwy	52459	52525	\$ 501.60	3		
3	2551 Dauphin Island Pkwy	52440	54526	\$ 583.98	3		
4	1806 Longbow Lane	52415	54527	\$ -	3	CBD	
5	2705 Nottingham Dr E	52457	54529	\$ -	3	CBD	
6	414 Driver Street	51319	54530	\$ 50.00	1	CBO	
7	416 Driver Street	51320	54531	\$ 50.00	1	CBO	
8	0 Betbeze Street/0 Nall	51418	54533	\$ 50.00	1	CBO	
	Par. No. (29 07 23 0 002 129.XXX)						
9	406 Robbins Street	50046	54534	\$ 50.00	2	CBO	
10	2665 McKinney Street	51372	54535	\$ 50.00	1	CBO	
11	5910 Westhaven Dr S	50620	54536	\$ 210.00	7		
12	1354 St Madar Street	51126	54537	\$ 50.00	2	CBO	
13	1104 Martinwood Lane	51264	54539	\$ -	3	CBD	
14	1109 Lincoln Street	50694	54540	\$ 50.00	2	CBO	
15	1712 Dog River Drive E	52103	54542	\$ 432.00	3		
16	1617 Brill Road	51892	54544	\$ 50.00	3	CBO	
17	664 Leslie Avenue	49769	54545	\$ 50.00	1	CBO	
18	111 Tuscaloosa Street	51213	54546	\$ 581.16	1		
19	1110 Oak Street	50892	54548	\$ 975.46	2		
20	1855 Mott Drive S	48184	54607	\$ 50.00	1	CBO	
21	2656 Wealthy Street	52219	54608	\$ 50.00	1	CBO	
				\$ 3,884.20			
Numbers of lots cut		Numbers of lots cut					
District total for this group							
1	9	1		1			
2	4	2		1			
3	7	3		3			
4	0	4		0			
5	0	5		0			
6	0	6		0			
7	1	7		1			
	21			6			
*ADD Added in from other Groups							
*CBO Cut By Owner							
*N/A Taken out by Inspector							

Sony Jackson 11-6-25
Marchetta Jaita 11-6-2025



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

Lot Owner: **FAULKNER DEMETRIAS QUEEN**
 Address: **278 E MOUNT VERNON ST**
 City, State, Zip: **SMYRNA, DE 19977**
 Group Number: **1667** Item # **1**

Lot Description: **LOT 77 TRINITY GDNS #1 BLK C MBK 3/328 #SEC 44 T4S R1W #MP29 02 44 0 008 (29 02 44 0 008 395.XXX) 2475 THIRD AVE**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
 Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	18,600	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Sholice Dacan
 SECRETARY

Marchetta Jarte
 INSPECTOR

[Signature]
 SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 5, 2025

Lot Owner: **TEAM MARTIN LLC**
Address: **400 N STATE HIGHWAY 360 APT 721**
City, State, Zip: **MANSFIELD, TX 76063-3583**
Group Number: **1667** Item # **2**

Lot Description: **LOT A RESUB OF LOT 1 BLK 1 SHERWOOD U-3 MBK 72/28 #SEC 35 T5S R1W #MP32 04 35 0 006 (32 04 35 0 006 073.001) 2550 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: 10/24/2025 Contractor: Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		10,368	\$ 0.0125	\$ 129.60
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	46	\$ 7.00	\$ 322.00
Total Project Cost:				\$ 501.60

Shelia Dean
SECRETARY
Marchetta Tate
INSPECTOR
Jerry Jones
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

Lot Owner: **TEAM MARTIN LLC**
Address: **400 N STATE HIGHWAY 360 APT 721**
City, State, Zip: **MANSFIELD, TX 76063-3583**
Group Number: **1667** Item # **3**

Lot Description: **BEG AT SE COR OF LOT 17 SHENANDOAH PK IN MBK 5 PGS 418-420 TH RUN N 02 DEG 37 MIN E ALG THE E/L OF LOT 17 17.40 FT TH S 58 DEG 13 MIN 00 SEC E 150.0 FT TO A PT TH S 02 DEG 37 MIN 00 SEC W 199.47 FT TO A PT ON THE N/L OF DAUPHIN ISL PKWY (SD HAVING A 120 FT ROW TH N 58 DEG 24 MIN 21 SEC W 149.68 FT TO A PT TH RUN N 02 DEG 37 MIN 00 SEC W 182.65 FT TO THE POB #SEC 35 T5S R1W #MP32 04 35 0 006 (32 04 35 0 006 079.XXX) 2551 DAUPHIN ISLAND PKWY**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: 10/24/2025 Contractor: Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		20,318	\$ 0.0125	\$ 253.98
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 583.98


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

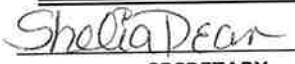
November 5, 2025

Lot Owner: **CABBLE WESLEY**
C/O WESLEY MOORE
Address: **81 COZY BROOK CT**
City, State, Zip: **CLAYTON, NC 27520-5431**
Group Number: **1667** Item # **6**

Lot Description: **THE S 13 FT OF LOT 47 AND THE N 27 FT OF LOT 48 IN BIXLER RESUBD OF PART OF LOT 5 JACKSONVILLE DBK 130 NS P 140 #SEC 42 T4S R1W #MP29 07 42 0 004 (29 07 42 0 004 154.XXX) 414 DRIVER ST**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,160	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

Lot Owner: **Alabama Dept. of Revenue**

ATTN: Shelly Tice

Property Tax Division

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1667** Item # **7**

Lot Description: **COMMENCING AT THE SOUTHEAST CORNER OF ANDREWS AND DRIVER STREET THEN RUN SOUTHERLY ALONG THE EAST LINE OF DRIVER STREET 170 FT(S) TO THE POINT OF BEGINNING. RUN EASTERLY 120 FT THEN SOUTHERLY 61 FT THEN WESTERLY 120 FT THEN NORTHERLY 61 FT TO THE POINT OF BEGINNING. (29 07 42 0 004 154.01X) 416 DRIVER ST**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,320	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean

SECRETARY

Marchetta Jantz

INSPECTOR

Ray Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

Lot Owner: **JAMES MARY F**
Address: **37442 96TH ST E**
City, State, Zip: **LITTLE ROCK, CA 93543**
Group Number: **1667** Item # **8**

Lot Description: **LOTS 76,96,97,98 & 99 DIV B MILLVILLE SUB DBK 121 N S PG 512 #SEC 23 T4S R1W
#MP29 07 23 0 002 (29 07 23 0 002 129.XXX) 0 BETBEZE STREET/ 0 NALL ST**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	33,872	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dear
SECRETARY
Marquette Jarte
INSPECTOR
Amy Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

Lot Owner: **TURNER EDITH & INGRID
& INGRID WHITFIELD MCMILLIAN
C/O JASON MCMILLIAN**

Address: **10070 THRESHER CT**

City, State, Zip: **MOBILE, AL 36695-5208**

Group Number: **1667** Item # **9**

Lot Description: **LOT 9 BLK 1 LAFAYETTE HGTS DBK 133 P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 379.XXX) 406 ROBBINS ST**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,388	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY
Marichetta J. Tate
INSPECTOR
Ray Parker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

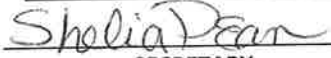
Lot Cleaning Invoice
November 5, 2025

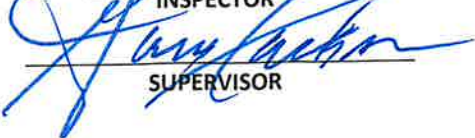
Lot Owner: **STALLWORTH DEVONYA**
Address: **2537 KOOL AVE**
City, State, Zip: **DALLAS, TX 75241-2924**
Group Number: **1667** Item # **10**

Lot Description: **LOT 12 BLK 13 MECHEM & GASS SECOND ADD TO WEST MOBILE DBK 142/233 #SEC 23
T4S R1W #MP29 07 23 0 001 (29 07 23 0 001 084.XXX) 2665 MCKINNEY ST**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,994	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

Lot Owner: **ROBINSON TARLEE**
Address: **5910 WESTHAVEN DR S**
City, State, Zip: **MOBILE, AL 36608**
Group Number: **1667** Item # **11**

Lot Description: **LOT 20 BLK 12 HILLSDALE HGT S MBK 10 P 183 #SEC 17 T4S R2W #MP28 04 17 1 000 (28 04 17 1 000 013.XXX) 5910 WESTHAVEN DR S**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: 10/24/2025 Contractor: Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,840	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 210.00

Shelia Dean
SECRETARY

Marchetta J. Tate
INSPECTOR

Jerry Jones
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

Lot Owner: **GETMAD LLC**
Address: **3862 GULF SHORES PKWY**
City, State, Zip: **GULF SHORES, AL 36542**
Group Number: **1667** Item # **12**

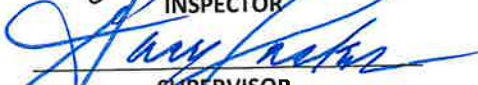
Lot Description: **LOT 23 BLK 22 TISDALE SUB OF FISHER TRT DBK 75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 253.01X) 1354 SAINT MADAR ST**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	2,696	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

Lot Owner: **MIRACLE DELIVERANCE HOUSE OF PRAYER**

Address: **2227 BEARFORK RD**

City, State, Zip: **MOBILE, AL 36612**

Group Number: **1667** Item # **14**

Lot Description: **N 1/2 OF FOLLOWING DESC PPTY LOT 5 BLK 9 AMENDED PLAT OF LINCOLN PL #2 MBK 6 P 501 A/K/A LOT 4 BLK 9 LINCOLN PL #2 DBK 156 P 240 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 091.XXX) 1109 LINCOLN STREET**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,400	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelicia Dean
SECRETARY

Marchetta Jante
INSPECTOR

Fany Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

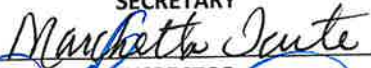
Lot Owner: **BROOKS JEFFREY SCOTT**
& YVETTE MICHELL BROOKS
Address: **924 WOODARD AVE**
City, State, Zip: **MOBILE, AL 36610**
Group Number: **1667** Item # **15**

Lot Description: **LOT 196 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003 (32 04 34 0 003 042.XXX) 1712 DOG RIVER DR E**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: 10/24/2025 Contractor: Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,800	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		4	\$ 3.00	\$ 12.00
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 432.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
November 5, 2025

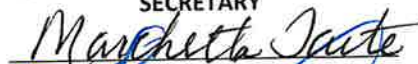
Lot Owner: **KNOWLES DEVELOPMENT GROUP INC**
Address: **16 S LAFAYETTE ST**
City, State, Zip: **MOBILE, AL 36604-1714**
Group Number: **1667** Item # **16**

Lot Description: **PARCEL A: COMG AT NE COR LOT 16 TRT 3 RIVERSIDE SUB DBK 156 NS PG 482 TH S 5 FT TO PT ON S ROW/L OF BRILL RD TH RUN N 89 DEG 55 MIN W ALG S ROW/L OF BRILL RD 397 FT TO POB TH RUN S 01 DEG 51 MIN 55 SEC W 225 FT TH RUN N 89 DEG 58 MIN 38 SEC W 283.81 FT TH RUN N 01 DEG 51 MIN 55 SEC E 225.3 FT TO PT ON S ROW/L OF BRILL RD TH RUN S 89 DEG 55 MIN E & ALG SD S/L OF BRILL RD 283.8 FT TO POB #SEC 40 T5S R1W #MP32 07 40 0 001 (32 07 40 0 001 059.01X) 1617 BRILL RD**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	53,550	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

Lot Owner: **MCCALL MARY L**
C/O MICHELLE BOND
Address: **1906 CAMINO EL PASO**
City, State, Zip: **PERRIS, CA 92571-3446**
Group Number: **1667** Item # **17**

Lot Description: **LOT 30 TOULMINVILLE MANOR MBK 4 PG 180 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 154.XXX) 664 LESLIE AVE**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,755	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY
Marquetta Tate
INSPECTOR
Andy Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

Lot Owner: JORDAN MONICA LYNNE
Address: 13661 SW 21ST ST
City, State, Zip: MIRAMAR, FL 33027-3450
Group Number: 1667 Item # 18

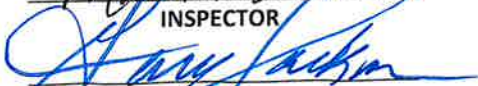
Lot Description: COM ON W/S OF COLLETE ST (KNOWN AS TUSCALOOSA ST) AT A PT DISTANT 250 FT N OF NW CORNER OF COLLEGE & OLD SHELL RD THN RUN WLY & PARA WITH N/L OF OLD SHELL RD 259 FT TO A PT THN RUN NLY & PARA WITH W/L OF COLLEGE ST 125 FT TO A PT THN RUN ELY & PARA WITH N/L OF OLD SHELL RD 52 FT TO A PT THN RN SLY & PARA WIT W/L OF COLLEGE ST 62-1/2 FT TO A PT THN RUN ELY & PARA WITH N/L OF OLD SHELL RD 207 FT TO A PT ON W/L OF COLLEGE ST THN RUN SLY ALG W/L OF COLLEGE ST 62-1/2 FT TO THE POB BEING SAME PPTY CONVEYED TO HOME OWNERS LOAN CORP BY FORECLOSURE DEED NOV 25 1936 DBK 264 N S PG 617 #SEC 24 T4S R1W #MP29 07 24 0 004 (29 07 24 0 004 189.XXX) 111 TUSCALOOSA STREET

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: 10/24/2025 Contractor: Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		14,493	\$ 0.0125	\$ 181.16
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	50	\$ 7.00	\$ 350.00
Total Project Cost:				\$ 581.16


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

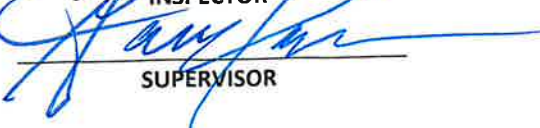
Lot Owner: **MORTGAGE ASSESTS MANAGEMENT LLC**
Address: **1445 WALTERS RD STE 200**
City, State, Zip: **HOUSTON, TX 77014**
Group Number: **1667** Item # **19**

Lot Description: **COMMENCING AT THE NORTHWEST CORNER OF THE INTERSECTION OF OAK ST & HALLETT ST THEN RUN WESTERLY 300 FT(S) TO THE POINT OF BEGINNING THEN NORTHERLY 227 FT(S) THEN WESTERLY 38.53 FT THEN SOUTHERLY 227 FT(S) THEN EASTERLY 44.22 FT TO THE POINT OF BEGINNING (29 06 40 0 009 083.013)**
1110 OAK ST

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		10,197	\$ 0.0125	\$ 127.46
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	114	\$ 7.00	\$ 798.00
Total Project Cost:				\$ 975.46


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

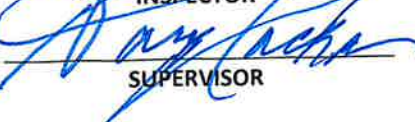
Lot Owner: **BUCHANON KELVIN WADE**
Address: **1013 OLD SHELL RD**
City, State, Zip: **MOBILE, AL 36604-2616**
Group Number: **1667** Item # **20**

Lot Description: **LOT 46 RICHLAND PL MBK 4 P 133 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 375.XXX) 1855 MOTT DR S**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,175	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

November 5, 2025

Lot Owner: **EARL WANDA A, MONIQUE T EARL-LEWIS
& JOHN C EARL**

Address: **P. O. BOX 93166**

City, State, Zip: **ATLANTA, GA 30377-0166**

Group Number: **1667** Item # **21**

Lot Description: **LOTS 103 & 104 UNIT 3 PARADISE PARK SUB MBK 6/544 GRT SEC 44 T4S R1W #SEC 44
T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 396.XXX) 2656 WEALTHY STREET**

Nuisance Date: 7/29/2025 Posting Date: 8/26/2025 Hearing Date: 9/2/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	13,875	0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marjetha Darte
INSPECTOR

Joey Jackson
SUPERVISOR

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22, Code of Alabama 1975, of \$500.00 to the following employee:

- Shaun Wilson (November 2025) (Employee # 17204)
Municipal Archives

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs for results in an outstanding improvement in service to the public.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **November 2025 – JeNyia Rocker (Employee # 19448) EVENTS
MANAGER: Public Works**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmembers Cory Penn, District 1

WHEREAS, *Councilmember Penn wishes to appropriate \$2,500.00 to **Trinity Gardens Community Civic Club***, from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Trinity Gardens Community Civic Club***, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Trinity Gardens Community Civic Club***, will be used to *assist with the Black Heritage Parade*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$2,500.00 to Trinity Gardens Community Civic Club***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn, District 1*

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to **Mobile County Public School System Division of Teaching, Learning, and Assessment**, from District 1 Discretionary Funds (10041020 42080); and*

WHEREAS, ***Mobile County Public School System Division of Teaching, Learning, and Assessment**, is a public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Mobile County Public School System Division of Teaching, Learning, and Assessment**, will be used to assist with the purchase of special resources for students* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to **Mobile County Public School System Division of Teaching, Learning, and Assessment** for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmembers C. J. Small, District 3

WHEREAS, *Councilmember Small wishes to appropriate \$6,000.00 to Revitalize D.I.P.*, from the *District 3 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Revitalize D.I.P.***, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Revitalize D.I.P.***, will be used to *assist with 5th Annual Fundraiser on December 6, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$6,000.00 to Revitalize D.I.P.***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmembers Cory Penn (D1), Samantha Ingram (D2), C. J. Small (D3), Councilmember Ben Reynolds (D4), Councilmember Beau Fleming (D5), Councilmember Josh Woods (D6), and Councilmember Gina Gregory (D7)

WHEREAS, Councilmember Penn (DSC-1, \$2,000.00), Councilmember Ingram (DSC-2, \$2,000.00), Councilmember Small (DSC-3, \$2,000.00), Councilmember Reynolds (DSC-4, \$2,000.00), Councilmember Fleming (DSC-5, \$2,000.00), Councilmember Woods (DSC-6, \$2,000.00) and Councilmember Gregory (DSC-7, \$2,000.00) wish to appropriate \$2,000.00 each from their discretionary accounts (**\$14,000.00 TOTAL**) to ***Feeding the Gulf Coast***; and

WHEREAS, ***Feeding the Gulf Coast***, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Feeding the Gulf Coast***, will be used to *assist with a food give-away*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$14,000.00 to *Feeding the Gulf Coast***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, *Mayor Cheriogotis wishes to appropriate \$5,000.00 to **Feeding the Gulf Coast***, from the *Mayor's Discretionary Fund (DSC-08)*; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Feeding the Gulf Coast**, will be used to *assist with funding a food giveaway*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$5,000.00 to Feeding the Gulf Coast**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 12 November 2025
Date

Item No. _____

Submitted by: _____
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to GameTime

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to GameTime for new playground equipment for Lavretta Park.

CIP - Lavretta Park playground and court

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$649,921.69

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3450</u>	2026	(3032) ARCHITECTURAL ENGINEERING	NEW PLAYGROUND EQUIPMENT FOR LAVRETTA PARK (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$649,921.69	<u>(289913)</u> <u>GAMETIME</u>

Adopted:

City Clerk

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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003450-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released
	Page 1
=====	=====

Vendor
GAMETIME
P O BOX 1178

Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE

PELHAM, AL 35124

MOBILE, AL 36608
SHANNON.MCINTYRE@CITYOFMOBILE.ORG

Tel#205-368-9279
Fax 205-663-5012

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE

MOBILE, AL 36608

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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10/23/25	289913				ARCHITECTURAL ENGINEERING
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LN Description / Account	Qty	Unit Price	Net Price
001 PART 178749 GAMETIME OWNER'S KIT	1.00 EACH	92.08000	92.08

1 2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.			92.08
---	--	--	-------

Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

002 PART RDU GAMETIME 106908 D4 POWERSCAPE PLAY STRUCTURE FOR AGES 5-12	1.00 EACH	160789.74000	160789.74
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1 2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.			160789.74
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Bill To	Requisition 00003450-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 2
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Vendor	Ship To
GAMETIME	LAVRETTA PARK
P O BOX 1178	200 WEST PARKWAY DRIVE
	MOBILE, AL 36608
PELHAM, AL 35124	SHANNON.MCINTYRE@CITYOFMOBILE.ORG
Tel#205-368-9279	
Fax 205-663-5012	

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE

MOBILE, AL 36608

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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10/23/25	289913
	ARCHITECTURAL ENGINEERING
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

003 PART 7088 GAMETIME ROCK STEP	6.00	238.78000	1432.68
	EACH		

1 2000.80.00.0000.0000.0000.0000.48010.	
E C1004 .CONSTRUCTN.	1432.68

Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

004 PART 38235 GAMETIME BLUE FLOWER NO LABEL	1.00	913.00000	913.00
	EACH		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003450-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608 SHANNON.MCINTYRE@CITYOFMOBILE.ORG
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Deliver To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.			913.00
Ship To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608 Deliver To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608				
005	PART RDU GAMETIME 106908-D2 AGES 2-5 PLAY STRUCTURE	1.00 EACH	40507.87000	40507.87
1	2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.			40507.87
Ship To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608 Deliver To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608				

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Bill To	Requisition 00003450-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 4
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Vendor
GAMETIME
P O BOX 1178

Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE

PELHAM, AL 35124

MOBILE, AL 36608
SHANNON.MCINTYRE@CITYOFMOBILE.ORG

Tel#205-368-9279
Fax 205-663-5012

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE

MOBILE, AL 36608

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/23/25	289913				ARCHITECTURAL ENGINEERING
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LN Description / Account	Qty	Unit Price	Net Price
006 PART 7025 GAMETIME FROG	1.00	10857.00000	10857.00
	EACH		

1 2000.80.00.0000.0000.0000.0000.48010.	
E C1004 .CONSTRUCTN.	10857.00

Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

007 PART 1119LD GAMETIME MOUND KIT	1.00	13490.00000	13490.00
WITH CRAWL TUNNEL	EACH		

1 2000.80.00.0000.0000.0000.0000.48010.	
E C1004 .CONSTRUCTN.	13490.00

Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

Deliver To
LAVRETTA PARK

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Bill To	Requisition 00003450-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 5
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Vendor
GAMETIME
P O BOX 1178

Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE

PELHAM, AL 35124

MOBILE, AL 36608
SHANNON.MCINTYRE@CITYOFMOBILE.ORG

Tel#205-368-9279
Fax 205-663-5012

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE

MOBILE, AL 36608

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/23/25	289913				ARCHITECTURAL ENGINEERING
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LN	Description / Account	Qty	Unit Price	Net Price
	200 WEST PARKWAY DRIVE			
	MOBILE, AL 36608			

008	PART 6252 GAMETIME WRINKLE WALL (	1.00	18045.72000	18045.72
	7 PANEL)	EACH		

1	2000.80.00.0000.0000.0000.0000.48010.			
	E C1004 .CONSTRUCTN.			18045.72

Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

009	PART 6263 GAMETIME INCLUSIVE WHIRL	1.00	16425.01000	16425.01
	- NATURAL	EACH		

1	2000.80.00.0000.0000.0000.0000.48010.			
	E C1004 .CONSTRUCTN.			16425.01

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Bill To	Requisition 00003450-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 6
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Vendor	Ship To
GAMETIME	LAVRETTA PARK
P O BOX 1178	200 WEST PARKWAY DRIVE
	MOBILE, AL 36608
PELHAM, AL 35124	SHANNON.MCINTYRE@CITYOFMOBILE.ORG
Tel#205-368-9279	
Fax 205-663-5012	

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/23/25	289913				ARCHITECTURAL ENGINEERING
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

010 PART 91862 GAMETIME SKYRUN ZIP	1.00	26296.58000	26296.58
TRACK 35FT ZERO G & ZIP DB	EACH		
1 2000.80.00.0000.0000.0000.0000.48010.			
E C1004 .CONSTRUCTN.			26296.58

Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

011 PART 38234 GAMETIME RED FLOWER NO	2.00	913.00000	1826.00
LABEL	EACH		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003450-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 7
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608 SHANNON.MCINTYRE@CITYOFMOBILE.ORG
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Deliver To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.			1826.00

Ship To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

Deliver To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

012	PART 38236 GAMETIME YELLOW FLOWER NO LABEL	2.00 EACH	913.00000	1826.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.			1826.00
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Ship To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

Deliver To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

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Bill To	Requisition 00003450-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 8
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Vendor	Ship To
GAMETIME	LAVRETTA PARK
P O BOX 1178	200 WEST PARKWAY DRIVE
	MOBILE, AL 36608
PELHAM, AL 35124	SHANNON.MCINTYRE@CITYOFMOBILE.ORG
Tel#205-368-9279	
Fax 205-663-5012	

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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10/23/25	289913
	ARCHITECTURAL ENGINEERING
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LN Description / Account	Qty	Unit Price	Net Price
013 PART 38235 GAMETIME BLUE FLOWER NO LABEL	3.00 EACH	913.00000	2739.00

1 2000.80.00.0000.0000.0000.0000.48010.	
E C1004 .CONSTRUCTN.	2739.00

Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

014 PART 5193 GT SHADE TRIPLE BAY SWING SHADE	1.00 EACH	18199.14000	18199.14
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1 2000.80.00.0000.0000.0000.0000.48010.	
E C1004 .CONSTRUCTN.	18199.14

Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

Deliver To
LAVRETTA PARK

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Bill To	Requisition 00003450-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 9
=====	=====

Vendor	Ship To
GAMETIME	LAVRETTA PARK
P O BOX 1178	200 WEST PARKWAY DRIVE
	MOBILE, AL 36608
	SHANNON.MCINTYRE@CITYOFMOBILE.ORG
PELHAM, AL 35124	
Tel#205-368-9279	
Fax 205-663-5012	

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE
MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	200 WEST PARKWAY DRIVE MOBILE, AL 36608			
015	PART 5299 GAMETIME EXPRESSION SWING W/ADAPTIVE SEAT	1.00 EACH	1992.48000	1992.48
1	2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.			1992.48
	Ship To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608			
	Deliver To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608			
016	PART 5295 GAMETIME EXPRESSION SWING 8" TOPRAIL HEIGHT	1.00 EACH	1669.08000	1669.08
1	2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.			1669.08

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003450-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 10
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608 SHANNON.MCINTYRE@CITYOFMOBILE.ORG
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Deliver To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

Deliver To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

017	PART 8918 GAMETIME BELT SEAT PKG 5"OD (8918)	4.00 EACH	337.68000	1350.72
1	2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.			1350.72

Ship To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

Deliver To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

018	PART FLWRENSIG FREENOTES HARMONY PARK FLOWER CHIME ENSEMBLE	1.00 EACH	5759.38000	5759.38
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003450-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released
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=====	=====

Vendor
GAMETIME
P O BOX 1178

Ship To
LAVRETTA PARK
200 WEST PARKWAY DRIVE

PELHAM, AL 35124

MOBILE, AL 36608
SHANNON.MCINTYRE@CITYOFMOBILE.ORG

Tel#205-368-9279
Fax 205-663-5012

Deliver To
LAVRETTA PARK
200 WEST PARKWAY DRIVE

MOBILE, AL 36608

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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10/23/25	289913				ARCHITECTURAL ENGINEERING
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LN	Description / Account	Qty	Unit Price	Net Price
	INGROUND MOUNT			
1	2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.			5759.38
	Ship To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608			
	Deliver To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608			
019	PART PIP GT-IMPAX 9,395SQFT OF POURED IN PLACE RUBBER SAFETY SURFACING INSTALLED 4.25" DEPTH FOR 8" FALL HEIGHT AND 5.25" DEPTH FOR 12' FALL HEIGHT UNDER TOWER 50/50 COLOR BLACK MIX STANDARD COLOR INCLUDES 4" STONE SUB-BASE	1.00 EACH	255763.00000	255763.00
1	2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.			255763.00

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org =====	Requisition 00003450-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released Page 12
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608 SHANNON.MCINTYRE@CITYOFMOBILE.ORG
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Deliver To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608 Deliver To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608			
020	INSTALL GAMETIME INSTALLATION OF PLAY EQUIPMENT SOES NOT INCLUDE ANY SITE WORK, DEMO, DRAINAGE OR EXCAVATION. CONCRETE CUR OR SIDEWALKS IS NOT INCLUDED	1.00 EACH	62890.00000	62890.00
1	2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.			62890.00
	Ship To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608 Deliver To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003450-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 13
--	---	---------

Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LAVRETTA PARK 200 WEST PARKWAY DRIVE MOBILE, AL 36608 SHANNON.MCINTYRE@CITYOFMOBILE.ORG
--	---

Deliver To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	289913				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
021 FREIGHT	1.00 EACH	7057.21000	7057.21

1 2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.	7057.21
---	---------

Ship To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

Deliver To
 LAVRETTA PARK
 200 WEST PARKWAY DRIVE
 MOBILE, AL 36608

Requisition Link

Requisition Total 649921.69

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C1004 .CONSTRUCTN.	649921.69	610078.31

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	649921.69	4166310.88

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

***** Approval/Conversion Info *****



GameTime

Playground Solutions, Outdoor Furniture & Recreation Environments

We Play, Too. We're Play Innovators, Play Experts and Play Researchers.

Since 1929, GameTime has pursued a mission of enriching childhood through play. We've combined our passion for play with contemporary design, world-class manufacturing and standards-based programs and curriculum. Our local network of representatives and certified installers, coupled with industry-leading research and expertise, enables us to provide playground equipment that communities can enjoy for years to come.



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

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Corporate | Enterprise

Real Estate

Private Equity

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Accept

Decline

We work with park and recreation professionals, schools, landscape architects and youth organizations to create outdoor recreation solutions for every generation. Agencies who are registered through OMNIA Partners can use GameTime's contract to access a breadth of products from play systems to park amenities. The contract includes our top-notch playground equipment, outdoor fitness equipment, splash parks, water fountains, surfacing, bike racks, bleachers, site amenities and even installation. There is no limit and no minimum when it comes to utilizing this contract. You'll still be getting the industry's best warranty at the best price – no hassles, guaranteed.



- **Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**

City of Charlotte, NC | 2017001134



[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)

GameTime Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

Initial Term: July 1, 2017 through June 30, 2022

Renewal Options: Option to renew for two (2) additional two-year periods through June 30, 2026

RENEWED THROUGH June 30, 2026

Executive Summary

- [Uniform Guidance](#)
- [Pricing](#)
- [Due Diligence](#)

Master Agreement Documents

- [GameTime Contract 2017001134](#)
- [GameTime Contract 2017001134](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)
- [Contract Amendment 3](#)
- [Contract Amendment 4](#)
- [Contract Amendment 5](#)
- [Contract Amendment 6](#)
- [Contract Amendment 7](#)
- [Contract Amendment 8](#)
- [Contract Amendment 9](#)
- [Contract Amendment 10](#)
- [Contract Amendment 11](#)
- [Contract Amendment 12](#)
- [Contract Amendment 13](#)

- [Contract Amendment 14](#)
- [Contract Amendment 15](#)
- [Contract Amendment 16](#)

Solicitation Process

- [RFP Playground Equipment 269-2017-028](#)
- [RFP 269-2017-028 Addendum 1](#)
- [RFP 269-2017-028 Addendum 2](#)
- [RFP 269-2017-028 Addendum 3](#)
- [RFP 269-2017-028 Postings Document](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
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Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Figures Park - Community Center Mechanical Improvements

CAPITAL PROJECT #: C0916 (20002000-48010)

CONTRACT AMOUNT: \$461,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-035-25

PROJECT DESCRIPTION: The Work consists of providing all necessary materials and rigging required to replace units AHU-1 and AHU-2 (air handlers and associated condensing units), refrigeration piping, one boiler, and hot water piping accessories as specified in the consultant drawings including all associated other mechanical and electrical improvements.

VENDOR NAME: Persons Services Corp

VENDOR NUMBER: 296938

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing Professional Services

Construction (Unit Price)* **Construction**** ROW (Acquisitions)
Performance-Contributed Contractual Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y **X** N ____ ; 5% of the 1st 50%

X or

If different, indicate special

rate _____

****Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant II Date: 10/22/2025

RESOLUTION

2025

Sponsored by:

Mayor Spiro N. Cheriogotis and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Persons Services Corp

Project Name: CIP Figures Park - Community Center
Mechanical Improvements

Project Number: PR-035-25

Amount: \$461,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

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Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

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SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% **X** or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant II Date: 10/22/2025



10.20.2025

Dear Council Members:

Attached to this memo is an agreement between the PERSONS SERVICES CORP and the City of Mobile, for the project titled "Figures Park - Community Center Mechanical Improvements" in the amount of \$461,000.00.

We look forward to continued communication on this important project. Please call me at (251) 208-7627 or email me at elizabeth.miller@cityofmobile.org or Shannon McIntyre at 251-208-7635 or email at with questions or concerns.

Respectfully,

Miller, Elizabeth

Project Manager
Architectural Engineering
(251) 208-7627

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2025
District:	



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

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

And the Contractor: **Persons Services Corp.**
 4474 Halls Mill Rd,
 Mobile, Alabama 36693

City Business License No.: 2501009
 Secretary of State No.: 000-666-163

For the following Project: **Figures Park Community Center Mechanical Improvements**
 658 Donald Street C
 Mobile, Alabama 36617

Project Number: PR-035-25



MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the “Effective Date”), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the “City”), a municipal corporation organized and existing under the laws of Alabama and Persons Services Corp. (hereinafter referred to as “Contractor”), an Alabama corporation with its principal office at 4474 Halls Mill Rd, Mobile, Alabama 36693.

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits

Exhibit A: Scope Of Services

Exhibit B: Project Schedule

Exhibit C: Schedule of Values

Exhibit D: City Insurance [Required]

Exhibit E: E-Verify Documents [Required]

Exhibit F: Bidding And Contract Requirement Documents

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

WHEREAS, the City issued a bid package on Wednesday August 20, 2025; and,

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

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

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

I. CONTRACTOR'S SERVICE

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of Figures Park Community Center Mechanical Improvements (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

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

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Sixty One Thousand and 00/100 (\$461,000.00) subject to additions and deductions as provided in the Contract Documents.

Base Bid:	<u>\$401,000.00</u>
Contingency Allowance:	<u>\$30,000.00</u>
Controls and Duct Allowance	<u>\$30,000.00</u>
Total Bid:	<u>\$461,000.00</u>
Alternate:	N/A
Total Contract Sum:	<u>\$461,000.00</u>

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

Item: N/A Price: N/A

- C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

- D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$461,000.00 for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR,

upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.

- E. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- F. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Engineer not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Engineer receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- a. The amount of each progress payment shall first include:
 - i. That portion of the Contract Sum properly allocable to completed Work;
 - ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
 - iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.
- b. The amount of each progress payment shall then be reduced by:
 - i. The aggregate of any amounts previously paid by the City;
 - ii. The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment;
 - iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - iv. For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part; and
 - v. Retainage withheld pursuant to Section IV(A)(8).
- c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage

- a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
 - i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
 - ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

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

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

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks., as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of once per week for a minimum of three (3) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall

be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract.” (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Persons Services Corp. has completed the contract for Figures Park Community Center Mechanical Improvements, 658 Donald Street C, Mobile, Alabama 36617, Project #PR-035-25. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

V. ADDITIONAL SERVICES

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

VI. LIABILITY OF CONTRACTOR

- A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys’ fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements,

performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

VII. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 each policy

C. United States Longshoreman's Harbor Worker's Act.

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

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

F. Such comprehensive policy shall include the following:

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

G. Commercial/Business Automobile Liability applicable to all automobiles owned, hired, rented or used by the contractor and automobiles not owned by but used on behalf of the contractor. The automobile liability policy must be provided on either ISO form #CA 00 01 (current edition) or an industry equivalent. In the event the contractor's automobiles haul hazardous materials, the Contractor's policy must be amended to include Pollution Liability-Broadened Coverage (CA9948) or equivalent coverage. Coverage must be maintained until the project has been completed. Policy will provide the following minimum limits:

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

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

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.
 3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- J.** A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- K.** The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- L.** The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

M. “In Rem” endorsement.

N. Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

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

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

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

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

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

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

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

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

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

VIII. RESPONSIBILITIES OF THE CONTRACTOR

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

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

IX. TIME FOR PERFORMANCE

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

X. ENUMERATION OF DOCUMENTS

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

C. Drawings

Number	Title	Date
General:		
G-1.0	Cover Sheet	07/30/2025
Mechanical:		
M-1.0	Mechanical - Legends and Symbols	07/30/2025
M-2.0	Mechanical - Demolition Work Plan	07/30/2025
M-3.0	Mechanical - New Work Plan	07/30/2025
M-4.0	Mechanical - Details	07/30/2025
M-5.0	Mechanical - Duct Cleaning Plan	07/30/2025
Electrical:		

E-1.0	Electrical - Diagrams, Legends and Symbols	07/30/2025
E-2.0	Electrical - Demolition Work Plan	07/30/2025
E-3.0	Electrical - New Work Plan	07/30/2025

D. Specifications

Number	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	07/30/2025
Section 01010	Summary of Work	07/30/2025
Section 01210	Allowances	07/30/2025
Section 01230	Alternative Bid Items	07/30/2025
Section 01310	Project Management & Co-ordination	07/30/2025
Section 01320	Construction Progress Documentation	07/30/2025
Section 01330	Submittal Procedures	07/30/2025
Section 01635	Substitution Procedures	07/30/2025
Section 01700	Execution Requirements	07/30/2025
Section 01710	Closeout Procedures	07/30/2025
Section 01731	Cutting and Patching	07/30/2025
Section 017823	Operation and Maintenance Data	07/30/2025
Section 017839	Project Record Documents	07/30/2025
DIVISION 2	SITEWORK	07/30/2025
DIVISION 3	CONCRETE	07/30/2025
DIVISION 4	MASONRY	07/30/2025
DIVISION 5	METALS	07/30/2025
DIVISION 6	WOOD AND PLASTIC	07/30/2025
DIVISION 7	THERMAL AND MOISTURE PROTECTION	07/30/2025
DIVISION 8	DOORS AND WINDOWS	07/30/2025
DIVISION 9	FINISHES	07/30/2025
DIVISION 10	SPECIALTIES	07/30/2025
DIVISION 11	EQUIPMENT	07/30/2025
DIVISION 12	FURNISHINGS	07/30/2025
DIVISION 13	SPECIAL CONSTRUCTION	07/30/2025
DIVISION 23	HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)	07/30/2025
Section 230000	Mechanical General	07/30/2025
Section 230130	HVAC Air Distribution System Cleaning	07/30/2025
Section 230529	Pipe Hangers	07/30/2025
Section 230590	HVAC Testing, Adjusting and Balancing Requirements	07/30/2025
Section 230593	HVAC Testing, Adjusting and Balancing Procedures	07/30/2025
Section 230713	Duct Insulation	07/30/2025
Section 230719	Pipe Insulation	07/30/2025
Section 232300	Refrigerant Piping	07/30/2025
Section 233113	Metal Ductwork	07/30/2025

Section 233300	Duct Accessories	07/30/2025
Section 235200	Gas Fired Boilers	07/30/2025
Section 236200	Condensing Units	07/30/2025
Section 237300	Air Handling Units	07/30/2025
DIVISION 26	ELECTRICAL	07/30/2025
Section 260000	Electrical General	07/30/2025

E. Addenda, if any:

Number	Date
Addendum 1	08/08/2025
Addendum 2	08/14/2025

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

F. Other Exhibits:

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

- a. Section 00100 Invitation to Bid
- b. Section 00200 Instructions to Bidders-AIA Document A701-2018
- c. Section 00300 Supplementary Instructions to Bidders
- d. Section 00400 Bid Form
 - Accounting of Sales Tax Form C-3A
 - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- e. Section 00500 Master Agreement Between City of Mobile and Contractor for a Stipulated Sum
- f. Section 00600 Bonds, Certificates and Affidavits
 - Performance Bond
 - Labor and Material Payment Bond
 - Certificate of Liability Insurance (Sample COI)
 - Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report)
 - Certificate of Substantial Completion-AIA Document G704
 - Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
 - Contractor's Affidavit of Release of Liens-AIA Document G706A
 - Consent of Surety to Final Payment-AIA Document G707
 - E-Verify Documentation (Sample)
 - Request for Taxpayer Identification Number and Certification W9

XI. LIQUIDATED DAMAGES

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

XII. FORCE MAJEURE

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

XIII. OBLIGATIONS OF THE CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIV. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality

of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XV. DISPUTE RESOLUTION

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

XVI. CONTRACTOR WARRANTY

- A.** Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply
- B.** Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile,

Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

- C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVII. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).
- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVIII. NOTICES

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

CITY:

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

CONTRACTOR:

Persons Services Corp.
c/o Jim Colby, Director of Operations
Contractor's Authorized Agent
4474 Halls Mill Rd
Mobile, Alabama 36693

CITY OF MOBILE – LEGAL:

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

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

XIX. DEFAULT/ BREACH

- A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous

materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

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

XXI. WITHHOLDING PAYMENT DUE

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

XXII. CURE PLAN

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

XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

‘responsible bidder’ as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIV. PEER REVIEW/VALUE ENGINEERING

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

XXV. ANTI-BOYCOTT

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

XXVI. NON-DISCRIMINATION

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

XXVII. COMPLIANCE WITH IMMIGRATION LAW

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

XXVIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

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

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

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

CONTRACTOR

By: [Signature]

Jim Colby, Director of Operations
Printed Name and Title

Date: 10/3/2025

State of Alabama
County of Mobile

I, the undersigned Notary Public, in and for said county and state, hereby certify that Jim Colby whose name as Director of Operations of the Persons Services Corp., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 3rd day of October, 2025

Darby Grace Freeman
Notary Public
Print Darby Grace Freeman
My commission expires: 10/18/28

(Seal)



CITY OF MOBILE

By: _____

William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk



COMMERCIAL & INDUSTRIAL CONTRACTORS

Persons Services Corp
4474 Halls Mill Rd
Mobile, AL 36693

To whom it may concern,

James Colby has signatory authority on all project bid documents and contracts for Persons Services Corp.

If you have any questions or concerns, please contact me at your convenience.

Thank you,

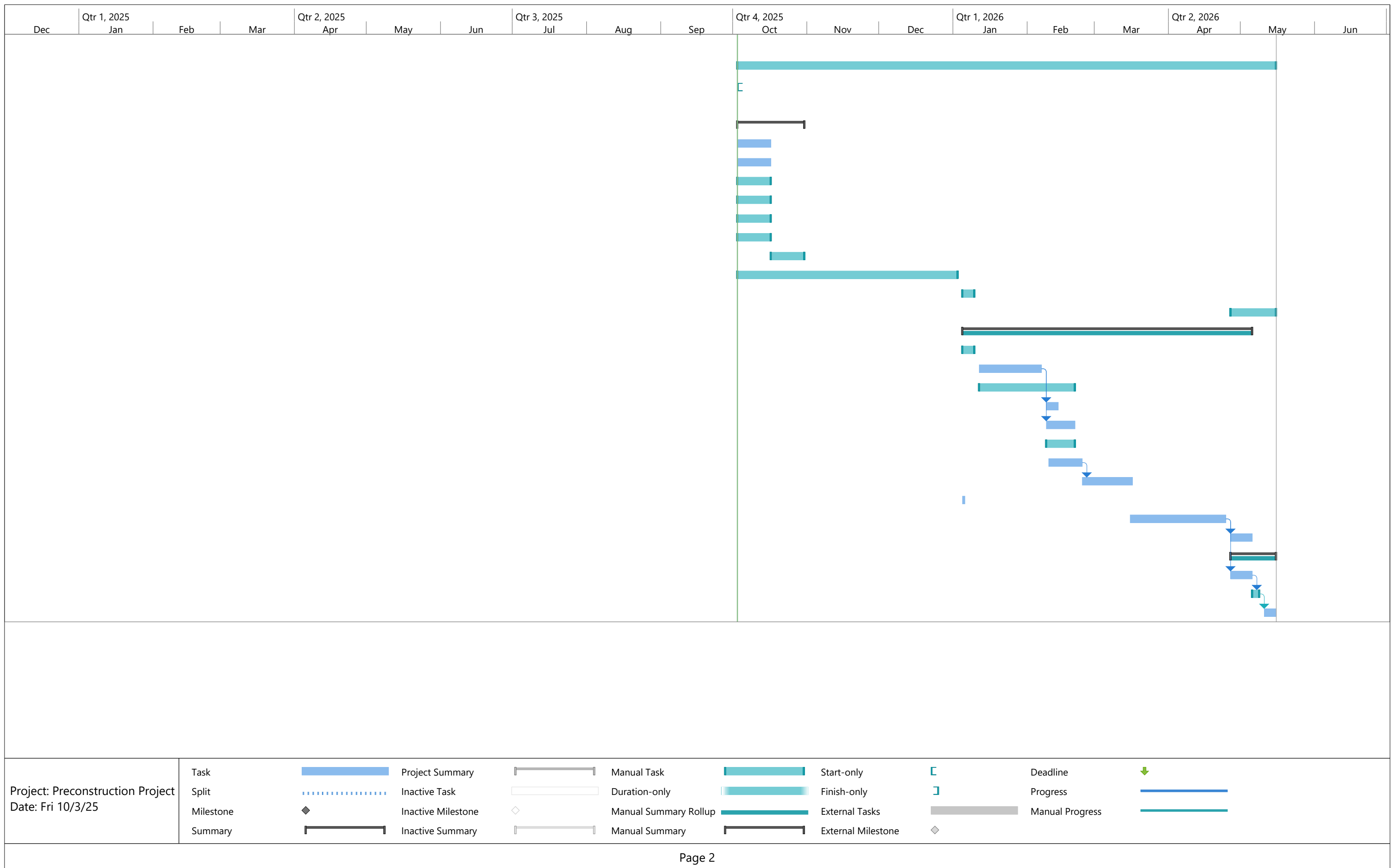
Paul F Persons

FIGURES PARK COMMUNITY CENTER MECHANICAL IMPROVEMENTS
PR-035-25

SUMMARY OF WORK EXHIBIT A:

Base Bid: The Work consists of providing all necessary materials and rigging required to replace units AHU-1 and AHU-2 (air handlers and associated condensing units), refrigeration piping (between the air handling units and the condensing units), one boiler, and hot water piping accessories as specified in the consultant drawings attached to this project manual including all associated other mechanical and electrical improvements.

ID	Task Name	Duration	Start	Finish	Predecessors	May	Jun	Qtr 3, 2024 Jul	Aug	Sep	Qtr 4, 2024 Oct	Nov
1	Figures Park HVAC Mechanical Improvements											
2	Overall Project Schedule	161 days	Fri 10/3/25	Fri 5/15/26								
3	Milestones		Fri 10/3/25									
4	Notice to Proceed		TBD	TBD								
5	Submittals	20 days	Fri 10/3/25	Thu 10/30/25								
6	Controls	10 days	Fri 10/3/25	Thu 10/16/25								
7	Condensing Units	10 days	Fri 10/3/25	Thu 10/16/25								
8	Hot Water Boiler	10 days	Fri 10/3/25	Thu 10/16/25								
9	Cooling Coils	10 days	Fri 10/3/25	Thu 10/16/25								
10	AHU (Alternate)	10 days	Fri 10/3/25	Thu 10/16/25								
11	Electrical	10 days	Fri 10/3/25	Thu 10/16/25								
12	Submittal Approval	10 days	Fri 10/17/25	Thu 10/30/25								
13	Mechanical Equipment Procurement	66 days	Fri 10/3/25	Fri 1/2/26								
14	Mobilization	5 days	Mon 1/5/26	Fri 1/9/26								
15	Demobilization	15 days	Mon 4/27/26	Fri 5/15/26								
16	Mechanical Improvements	87 days?	Mon 1/5/26	Tue 5/5/26								
17	Pre-Improvement Test and Balance	5 days	Mon 1/5/26	Fri 1/9/26								
18	Remove and Replace Condensing Units	20 days	Mon 1/12/26	Fri 2/6/26								
19	Electrical	30 days	Mon 1/12/26	Fri 2/20/26								
20	Controls Installation	5 days	Mon 2/9/26	Fri 2/13/26	18							
21	Replace Refrigerant Piping	10 days	Mon 2/9/26	Fri 2/20/26	18							
22	Remove and Replace Boiler HB-1	10 days	Mon 2/9/26	Fri 2/20/26								
23	Install and Test New Hot Water Piping	10 days	Tue 2/10/26	Mon 2/23/26								
24	Remove and Replace AHU-1 & AHU-2	15 days	Tue 2/24/26	Mon 3/16/26	23							
25	Electrical Installation	1 day?	Mon 1/5/26	Mon 1/5/26								
26	Ductwork Cleaning	30 days	Mon 3/16/26	Fri 4/24/26								
27	Final Test and Balance	7 days	Mon 4/27/26	Tue 5/5/26	26							
28	Demobilization	15 days	Mon 4/27/26	Fri 5/15/26								
29	Punchlist Items	7 days	Mon 4/27/26	Tue 5/5/26	26							
30	Demobilization	3 days	Wed 5/6/26	Fri 5/8/26	29							
31	Final Completion	5 days	Mon 5/11/26	Fri 5/15/26	30							
Project: Preconstruction Project Date: Fri 10/3/25		Task		Project Summary		Manual Task		Start-only		Deadline		
		Split		Inactive Task		Duration-only		Finish-only		Progress		
		Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress		
		Summary		Inactive Summary		Manual Summary		External Milestone				
Page 1												



Schedule of Values

Figures Park Community Center

Project NO. PR-035-25

Mobilization:	\$30,000.00
Bonds and Insurance:	\$8,000.00
Controls:	\$26,000.00
Duct Cleaning:	\$30,000.00
Electrical:	\$35,000.00
Test and Balance	\$3,000.00
Piping and Installation	\$95,000.00
Equipment and Installation	\$164,000.00
Controls and Duct Allowance:	\$30,000.00
Contingency Allowance:	\$30,000.00
Demobilization:	\$10,000.00
Total:	\$461,000.00



PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Persons Services Corp., 4474 Halls Mill Rd, Mobile, Alabama 36693, hereinafter called the Principal, and Swiss Re Corporate Solutions America Insurance Corporation, hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum Four Hundred Sixty One Thousand and 00/100 (\$461,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Figures Park Community Center Mechanical Improvements (PR-035-25) 658 Donald Street C Mobile, Alabama 36617, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DATED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: [Signature]

Name and Title: Jim Cray - Director of Operations

SURETY

Company: Swiss Re Corporate Solutions America Insurance Corporation
(Corporate Seal)

By: O. M. OTTS IV

(Signature)

Name and Title: Octavius McCrary Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV

(Signature)

Name and Title: Octavius McCrary Otts, IV, Attorney-in-fact

Company Name: Higginbotham

Address: 3212 Midtown Park S.

Mobile, AL 36606

Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Shannon McIntyre

Director, Architectural

Engineering

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

WILLIAM BLANCHARD, WILLIAM MITCHELL JENNINGS, JESSICA TURNER, PAYTON BLANCHARD, CAITLIN KELLEY,

LINDSAY SENIOR, JAMES R. REID, KATHERINE GILMORE and OCTAVIUS McCRARY OTTS, IV

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By 
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 2025.

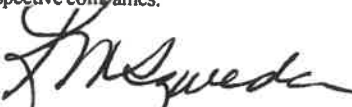
State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 11th day of June, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of _____, 2025.


Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Persons Services Corp.

4474 Halls Mill Rd, Mobile, Alabama 36693, as Principal, and Swiss Re Corporate Solutions America

Insurance Corporation

, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Four Hundred Sixty One Thousand and 00/100 (\$461,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Figures Park Community Center Mechanical Improvements (PR-035-25) 658 Donald Street C Mobile, Alabama 36617, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

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

EXECUTED IN FOUR (4) COUNTERS.

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

By: [Signature]

(Signature)

Name and Title: Director of Operations

SURETY

Company: Swiss Re Corporate Solutions America Insurance Corporation

(Corporate Seal)

By: O. M. OHSII

(Signature)

Name and Title: Octavius McCrary Otts, IV, Attorney-in-fact

Resident Agent:

(Signature)

Name and Title: Octavius McCrary Otts, IV, Attorney-in-fact

Company Name: Higginbotham

Address: 3212 Midtown Park S.

Mobile, AL 36606

Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Shannon McIntyre

Director, Architectural

Engineering

PO Box 1827

Mobile, AL 36633

251-208-7454

Labor and Material Payment Bond

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

WILLIAM BLANCHARD, WILLIAM MITCHELL JENNINGS, JESSICA TURNER, PAYTON BLANCHARD, CAITLIN KELLEY,

LINDSAY SENIOR, JAMES R. REID, KATHERINE GILMORE and OCTAVIUS McCrARY OTTS, IV

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

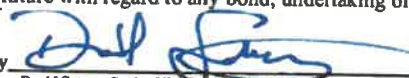
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By 
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 2025.

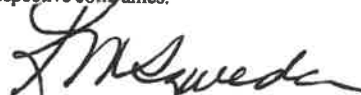
State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 11th day of June, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this _____ day of _____, 2025.


Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

October 7, 2025

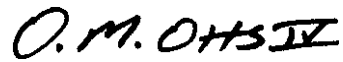
City of Mobile
205 Government Street
Mobile AL 36644

RE: Persons Services Corp.
Figures Park Community Center Mechanical Improvements
PR-035-25
Bond # 2373253

To Whom It May Concern:

Please be advised Mobile County is hereby granted permission to date the performance, labor and materials bonds and power of attorney referenced above. Contract bonds must be dated on or after the contract date. Should you have any questions, please do not hesitate to contact our office.

Sincerely,



motts@higginbotham.net



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

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

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

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

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

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

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



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

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

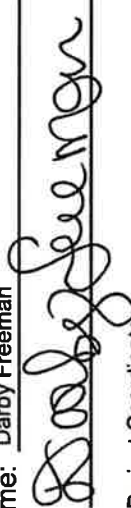
FORM 1: Background and Plan

Section I. Information about your company

Company	Persons Services Corp.
Address	4474 Halls Mill Rd, Mobile, Alabama 36693
Telephone	251-341-7249 x204
E-Mail	dfreeman@personsservices.com

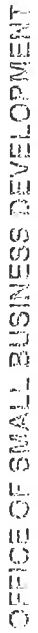
RFP/RFQ Solicitation Number	Project #PR-035-25
Project Description	Figures Park Community Center Mechanical Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total number of Employees 272	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darby Freeman
Signature:  Date: 8/20/25
Title: Lead Project Coordinator

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

Name: Darby Freeman Title: Lead Project Coordinator
Email: dfreeman@personsservices.com Phone: 251-341-7249 x204



Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Persons Services Corp. Your Bid/Proposal Amount \$ 431,000.00 Date: 8/20/25

Description	PR-035-25	Name of Bidder/Proposer:	Jim Colby/ Director of Operations
-------------	-----------	--------------------------	-----------------------------------

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Persons Services Corp.

Contact Person: Darby Freeman

Phone: 251-341-7249 x204 Email: dfreeman@personsservices.com

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

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



OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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



Company ID Number: 424478



Approved by:

E-Verify Employer Agent Employer	
PERSONS SERVICES CORP	
Name (Please Type or Print) DANA SPANN	Title
Signature Electronically Signed	Date 06/20/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/20/2011



Company ID Number: 424478

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	PERSONS SERVICES CORP
Company Facility Address	4474 HALLS MILL RD MOBILE, AL 36693
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	631237523
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	5 site(s)



Alabama Secretary of State



Persons Services Corp.	
Entity ID Number	000-666-163
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/10/1999
Registered Agent Name	PERSONS, PAUL F JR
Registered Office Street Address	4474 HALLS MILL ROAD MOBILE, AL 36693
Registered Office Mailing Address	4474 HALLS MILL ROAD MOBILE, AL 36693
Nature of Business	INSTALLATION OF PLUMBING AND HEATING AS CONTRACTOR
Capital Authorized	100000@\$1.00PV
Capital Paid In	
Directors	
Director Name	PERSONS, PAUL F JR
Director Street Address	4474 HALLS MILL ROAD MOBILE, AL 36695
Director Mailing Address	4474 HALLS MILL ROAD MOBILE, AL 36695
Director Name	PERSONS, PAUL F SR
Director Street Address	4474 HALLS MILL ROAD MOBILE, AL 36693
Director Mailing Address	4474 HALLS MILL ROAD MOBILE, AL 36693
Director Name	SHUFORD, BRYAN
Director Street Address	4474 HALLS MILL ROAD MOBILE, AL 36693
Director Mailing Address	4474 HALLS MILL ROAD MOBILE, AL 36693
Incorporators	
Incorporator Name	PERSONS, PAUL F JR

Persons Services Corp.	
Incorporator Street Address	4474 HALLS MILL ROAD MOBILE, AL 36695
Incorporator Mailing Address	4474 HALLS MILL ROAD MOBILE, AL 36695
Annual Reports	
Report Year	2022 2023 2024
Transactions	
Transaction Date	01/02/2002
Legal Name Changed From	Persons Plumbing Co., L.L.C.
Transaction Date	04/03/2012
Director/Manager/ Organizer Activity	NOT PROVIDED
Transaction Date	04/03/2012
Director/Manager/ Organizer Activity	PERSONS, PAUL F JR
Transaction Date	04/03/2012
Incorporator/ Member/Partner Activity	PERSONS, PAUL F SR
Transaction Date	04/03/2012
Incorporator/ Member/Partner Activity	PERSONS, PAUL F JR
Transaction Date	04/03/2012
Nature Of Business Changed From	OPERATE PLUMBING COMPANY
Transaction Date	04/03/2012
Principal Office Changed From	MOBILE, AL
Transaction Date	10/30/2012
Agent Mailing Address Changed From	* Added
Transaction Date	10/30/2012
Registered Agent Changed From	PERSONS, PAUL F SR 118 COLVIN ST MOBILE, AL 36606
Transaction Date	04/03/2019
Director/Manager/ Organizer Activity	NOT PROVIDED
Transaction Date	04/03/2019

Persons Services Corp.	
Director/Manager/ Organizer Activity	SHUFORD, BRYAN
Transaction Date	04/03/2019
Director/Manager/ Organizer Activity	PERSONS, PAUL F SR
Transaction Date	04/03/2019
Incorporator/ Member/Partner Activity	PERSONS, PAUL F SR
Transaction Date	04/03/2019
Legal Name Changed From	Persons Service Company, L.L.C.
Transaction Date	04/03/2019
Miscellaneous Filing Entry	CONVERSION FROM DLL FILED
Transaction Date	04/03/2019
Registered Agent Changed From	PERSONS, PAUL F SR 4474 HALLS MILL ROAD MOBILE, AL 36693
Transaction Date	04/30/2021
Capital Amounts Changed From	\$10,000 @\$NPV Authorized Paid In
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/10/1999 Certificate of Formation 4 pgs.
Document Date / Type / Pages	01/02/2002 Legal Name Change 2 pgs.
Document Date / Type / Pages	05/09/2012 Articles of Amendment 4 pgs.
Document Date / Type / Pages	10/30/2012 Registered Agent Change 2 pgs.
Document Date / Type / Pages	04/03/2019 Conversion 5 pgs.
Document Date / Type / Pages	04/30/2021 Articles of Amendment 3 pgs.

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[New Search](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2025

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Lisa Conn PHONE (A/C, No, Ext): 817-336-2377 E-MAIL ADDRESS: LConn@higginbotham.net	FAX (A/C, No):
INSURED Persons Services Corp. 4474 Halls Mill Road Mobile AL 36693	License#: 2081754 PERSER-01	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : American Guarantee and Liability Insurance		26247
INSURER C : Steadfast Insurance Company		26387
INSURER D : Endurance Risk Solutions Assurance Co.		43630
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 796599982**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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO331313301	7/19/2025	7/19/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP331313201	7/19/2025	7/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ UM/UIM Limit \$1,000,000
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	SXS331313601	7/19/2025	7/19/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	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	Y	WC331313701	7/19/2025	7/19/2026	☒ PER STATUTE ☐ OTH-ER USL&H E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D A	Professional/Pollution Excess Rented/Leased			EOC323412801 EXC30064555501 CPP187481001	7/19/2025 7/19/2025 7/19/2025	7/19/2026 7/19/2026 7/19/2026	Limit Limit Limit \$500,000 \$5M agg/ \$5M occ \$5,000,000 Ded \$10,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
205 Government St
Mobile AL 36602
United States

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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Persons Services Corp. 4474 Halls Mill Road Mobile AL 36693	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Automobile Liability and Workers Compensation policies include a blanket notice of cancellation to certificate holders endorsement that provides for 30 days' advance notice of cancellation of the policy to be provided to the certificate holder by the company other than for nonpayment of premium and 10 days' notice of cancellation of the policy to be provided to the certificate holder by the company after the policy is canceled for nonpayment of premium, in either such case, only when there is a written contract between the named insured and the certificate holder that requires such provision. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The Excess Liability policies are follow form over General Liability, Auto Liability and Employer Liability.

The Worker's Compensation policy excludes the following officers: Paul F Persons Jr.

The Automobile Liability policy includes Auto Medical Payments of \$5,000.

Project: Figures Park Community Center Mechanical Improvements, 658 Donald St C., Mobile, AL 36617
 Project Number: PR-035-25



Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 3313132-01

Effective Date: 07/19/2025

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
- (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Notification to Others of Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
BAP 3313132-01	07/19/2025	07/19/2026		25633000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
TO BE DETERMINED, AS REQUIRED BY WRITTEN CONTRACT.	30

All other terms and conditions of this policy remain unchanged.

Notification to Others of Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 3313133-01	07/19/2025	07/19/2026		25633000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
TO BE DETERMINED, AS REQUIRED BY WRITTEN CONTRACT.	30

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 3313133-01	07/19/2025	07/19/2026		25633000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 3313133-01	07/19/2025	07/19/2026		25633000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-19-25** Policy No. **WC 3313137-01**

Insured **PERSONS SERVICES CORP**

Endorsement No.

Premium \$ **INCL.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

Countersigned By _____

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 3313133-01

Effective Date: 07/19/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



PROJECT MANUAL

FOR

Figures Park Community Center Mechanical Improvements

**658 Donald Street C
Mobile, Alabama 36617**

Project #PR-035-25

July 30, 2025

**Isaiah Engineering, Inc.
413 Azalea Road
Suite C
Mobile, AL 36609**

**City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827**

Bid Date: August 20, 2025

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 - E-Verify Documentation (Sample)
 - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
- Section 00700 General Conditions of the Contract for Construction –
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- Section 01210 Allowances
- Section 01230 Alternative Bid Items
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- Section 01320 Construction Progress Documentation
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Figures Park Community Center
Mechanical Improvements
PR-035-25

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SECTION 00100
INVITATION TO BID

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

PROJECT NAME: Figures Park Community Center
- Mechanical Improvements
PROJECT LOCATION: 658 Donald Street C, Mobile, Alabama 36617
PROJECT NUMBER: PR-035-25

1 BID DATE:

- A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 20th day of August 2025. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.
- B. All Bids not clocked in at the City Clerk's Office prior to the specified time, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
- C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

- A. Specifications and Drawings are on file and may be examined and obtained from the following location: <https://www.cityofmobile.org/bids/>
- B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. **Addenda will be posted on the City of Mobile Bidding Website.**
<https://www.cityofmobile.org/bids/>
- D. **This is a tax-exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**
- E. Product Substitutions must be pre-approved before the bid (see Section 01635 Substitution Procedures for requirements).

3 BID SURETY: Required on Bids \$50,000.00 or more

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama, and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00 is required to accompany Bid.

- B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.
 - C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.
 - D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.
- 4 SURETY QUALIFICATIONS:
- A. A Surety authorized to do business in the State of Alabama must issue Bonds.
 - B. If the Base Bid is \$50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- 5 IRREGULARITIES AND REJECTION:
- A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.
- 6 BIDDER QUALIFICATIONS:
- A. Bids for Work costing \$50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is \$10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**
 - B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.
- 7 NON-RESIDENT CONTRACTORS:
- A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.
 - B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.
- 8 PRE-BID CONFERENCE:
- A. A pre-bid conference will be held on August 6, 2025, at 9:00 am on site at the entrance of the Community Center. For access to interior areas and the Unit locations, contact the facilities manager, Director Don Comeaux (251-208-6855) at least 24 hours in advance to arrange access. Note that any information conveyed by facility personnel outside written addenda is not official.

9 BID SUBMITTAL:

- A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.
- B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID FOR Figures Park Community Center – Mechanical Improvements - PROJECT NUMBER: PR-035-25**".
- C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.
- D. All Bids of \$50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.
- E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, AUGUST 20, 2025.**
- F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.
- G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

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

- D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
- E. A Directory of DBE Vendors can be found at the following location:
<https://workwith.cityofmobile.org/>

11 ADDITIONAL BIDDING PROCEDURES:

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

12 STATE OF ALABAMA IMMIGRATION ACT

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

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

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

14 SECRETARY OF STATE

- A. The contractor must also provide documentation of being enrolled in the Alabama Secretary of State Business Identity Records prior to performing any work on the contract and shall attach to bidding documentation.

END OF SECTION 00100

SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

- A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

DRAFT AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

«Figures Park Community Center – Mechanical Improvements »
«658 Donald Street C »
«Mobile, AL 36617 »
«PR-035-25 »

THE OWNER:

(Name, legal status, address, and other information)

«City of Mobile »« »
«PO Box 1827 »
«Mobile, Alabama 36633-1827 »
« »

THE ARCHITECT:

(Name, legal status, address, and other information)

«City of Mobile
Architectural Engineering Department.»
«P.O. Box 1827 »
«Mobile, Alabama 36633-1827 »

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
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- 11 PREFERENCE TO RESIDENT CONTRACTORS
- 12 PRE-BID REQUIREMENTS
- 13 POST-BID REQUIREMENTS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work. A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.

- 1.10 A non-resident Bidder or Sub-bidder is one who
- a. Is neither organized nor existing under the laws of the State of Alabama
 - b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.

§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) calendar days prior to the date for receipt of Bids.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least seven (7) calendar days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description

of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.3.6 See Division One Section "Substitution Procedures", if included in Specification.

§ 3.4 Addenda

§ 3.4.1 Addenda will be posted on the City of Mobile bidding website: <https://www.cityofmobile.org/bids/>

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00410. Additional Bid Forms will be furnished to prospective Bidders upon request.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upon the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security if so required in the Bidding Documents:
(Insert the form and amount of bid security.)

«The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding \$10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than \$10,000.00.»

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding \$10,000.00. If the project cost is \$50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

«Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".»

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The

receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- .4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;
- .5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;
- .6 Engineering Firm or Testing Laboratory for testing as specified.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

- .1 A Signed Construction Contract;
- .2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over \$10,000.00;
- .3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
- .4 Schedule of Values; and
- .5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

§ 7.1.4 A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is \$50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

§ 8.1.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

ARTICLE 9 NONDISCRIMINATION

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

performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of \$250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500 nor more than 20 percent of the gross amount of the contract price.

§ 10.1.2 Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States. If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

§ 11.1.1 Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

§ 11.1.2 A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is \$50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue and with the Alabama Secretary of the State prior to bidding. The Secretary of State's "Business Entity ID" registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractors License is required and must be current before the Contractor signs the Contract. Contractor must qualify and post \$10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractors License will be issued by the Revenue Department. Information on the City Contractors License may be obtained by writing or calling:

Land Use/Code Administration
P. O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251.208.7421

Revenue Department
P. O. Box 1827
Mobile, Alabama 36633-1827
251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, are incorporated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

SECTION 00300
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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

1. BIDDING DOCUMENTS:

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.
- B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of documents.
- C. Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor the Engineer assume responsibility for errors or misinterpretations resulting from the use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM August 13, 2025. E-mail requests are required and should be addressed to the Project Manager elizabeth.miller@cityofmobile.org . Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.
- C. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the costliest and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
- C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

- E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.
- F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama, and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.
- E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

- A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work and fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.
- B. **Request for substitutions shall be entertained pre-bid only. Submit requests in accordance with Section 01635 Substitutions via e-mail to the Project Manager by 3:00 pm August 13, 2025.**

6. SUBMISSION OF BIDS:

- A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9 x 12 inches or larger and be marked on the outside with the words "SEALED BID FOR FIGURES PARK COMMUNITY CENTER – MECHANICAL IMPROVEMENTS: PR-035-25", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount of \$50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

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

9. PROOF OF COMPETENCY OF BIDDER:

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

10. SIGNING OF CONTRACT:

- A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
 - (1). Performance Bond and Labor and Material Payment Bond (originals);
 - (2). Certificate of Insurance (original) with endorsements to City of Mobile;
 - (3). Evidence of enrollment in the E-Verify program.
 - (4). Other documentation as required by the Contract Documents.
- C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.
- D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

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

12. AMERICANS WITH DISABILITIES ACT (ADA):

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

13. USE OF DOMESTIC PRODUCTS:

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

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

- A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.
- B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

15. ALABAMA IMMIGRATION ACT:

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

16. CITY OF MOBILE BUSINESS LICENSE:

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

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

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

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

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

18. CITY OF MOBILE BUILDING PERMIT:

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

19. CONSTRUCTION SCHEDULE AND ACCESS:

- A. Equipment required for the project shall be submitted to the engineer for approval within fifteen (15) calendar days of Notice to Proceed. After approved submittals are returned, the equipment shall be ordered within ten (10) days of approval. Work shall be completed within fifteen (15) calendar days from the date of equipment delivery.
- B. At all buildings that will remain in use throughout the Construction period, the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.
- C. Contractor shall have access to the various buildings between 7:30 am and 5:00 pm or as otherwise scheduled with the Facility Maintenance Staff. Schedules to be discussed at the meeting referenced in part B directly above.
- D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24-hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

20. SITE CONSIDERATIONS:

- A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. It is strongly recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.
- B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.
- C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each workday. All final cleaning is the

responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

- D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

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

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

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

23. NOTICE OF COMPLETION:

- A. For Contracts \$50,000 or greater:
Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.
- B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Figures Park Community Center – Mechanical Improvements – PR-035-25, 658 Donald Street C, Mobile, Alabama 36617. All persons having any claims for labor, material or otherwise in connection with this` project should immediately notify

the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

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

24. CONTRACTOR WARRANTY AND CERTIFICATION:

- A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.
- B. Contractor shall provide a ten (10) year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

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

END OF SECTION

SECTION 00400

BID FORM

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

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

REF: PROJECT NO.: PR-035-25
PROJECT NAME: Figures Park Community Center
- Mechanical Improvements
PROJECT LOCATION: 658 Donald Street C
Mobile, Alabama, 36617

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Isaiah Engineering, Inc dated July 30, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: _____

ADDRESS: _____ **PHONE** _____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO. _____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

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

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

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for approximately one hundred fifty (150) calendar days from the date of the Notice to Proceed.

Base Bid: \$.00

Contingency Allowance: + \$ 30,000.00

Total Base Bid: \$.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, (\$.00)
(Amount in Words) (Amount in Figures)

Additive Alternate #1: Removal and replacement of units AHU-1 & AHU-2, per the specifications.

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

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

CONTINGENCY ALLOWANCE: \$30,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000.00, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

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

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

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

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

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: _____
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: _____
(Printed or Typed)

TITLE _____ **DATE** _____, 2025
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____ 2025

Notary Public

- Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM



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

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

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

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

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

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

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

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

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



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

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

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

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

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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

Name: _____ Title: _____

Email: _____ Phone: _____



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

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

FORM 1: Background and Plan (Cont'd)

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

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

Description _____ Name of Bidder/Proposer: _____

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

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



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone: _____ Email: _____

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

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



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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

SECTION 00500

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 GENERAL

- A. This section includes the MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR FOR A STIPULATED SUM whereas of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.



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

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

And the Contractor: _____

City Business License No.: _____

For the following Project: **Figures Park Community Center Mechanical Improvements
658 Donald Street C
Mobile, Alabama 36617**

Project Number: **PR-035-25**



MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

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

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits

Exhibit A: Scope Of Services

Exhibit B: Project Schedule

Exhibit C: Fee Schedule

Exhibit D: City Insurance [Required]

Exhibit E: E-Verify Documents [If Applicable]

Exhibit F: Bidding And Contract Requirement Documents]

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

WHEREAS, the City issued a bid package on _____ [insert date]; and,

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

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

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

I. CONTRACTOR’S SERVICE

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of Figures Park Community Center Mechanical Improvements (the “Project”), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

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

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

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

Base Bid:	\$ _____
Contingency Allowance:	\$ _____
Total Bid:	\$ _____
Alternate: (if none available put N/A)	\$ _____
 Total Contract Sum:	 \$ _____

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

Item: _____ Price: _____

- C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

- D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$ _____ [Insert Contract Amount] for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its

duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.

- E. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- F. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Engineer not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Engineer receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - a. The amount of each progress payment shall first include:
 - i. That portion of the Contract Sum properly allocable to completed Work;

- ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
 - iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.
 - b. The amount of each progress payment shall then be reduced by:
 - i. The aggregate of any amounts previously paid by the City;
 - ii. The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment;
 - iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - iv. For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part; and
 - v. Retainage withheld pursuant to Section IV(A)(8).
 - c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.
- 8. Retainage
 - a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
 - i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
 - ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.
- 9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- 10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

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

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

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks., as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of once per week for a minimum of three (3) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for Figures Park Community Center Mechanical Improvements, 658 Donald Street C, Mobile, Alabama 36617, Project #PR-035-25. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

V. ADDITIONAL SERVICES

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

VI. LIABILITY OF CONTRACTOR

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

extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

VII. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 each policy

C. United States Longshoreman's Harbor Worker's Act.

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

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

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.

8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

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

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

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

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical

loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- J.** A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- K.** The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- L.** The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- M.** "In Rem" endorsement.
- N.** Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

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

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision

that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

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

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

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

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

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

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

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A.** The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B.** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C.** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D.** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- E.** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F.** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G.** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

- A.** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work

will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than sixty (60) calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

X. ENUMERATION OF DOCUMENTS

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

C. Drawings

Number	Title	Date
_____	_____	_____

D. Specifications

Section	Title	Date
_____	_____	_____

E. Addenda, if any:

Number	Date
_____	_____

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

F. Other Exhibits:

[insert exhibit list]

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

- a. Section 00100 Invitation to Bid
- b. Section 00200 Instructions to Bidders-AIA Document A701-2018
- c. Section 00300 Supplementary Instructions to Bidders
- d. Section 00400 Bid Form
- Accounting of Sales Tax Form C-3A

- Office of Supplier Diversity Subcontracting and Major Supplier Plan
- e. Section 00500 Master Agreement Between City of Mobile and Contractor for a Stipulated Sum
- f. Section 00600 Bonds, Certificates and Affidavits
 - Performance Bond
 - Labor and Material Payment Bond
 - Certificate of Liability Insurance (Sample COI)
 - E-Verify Documentation (Sample)
 - Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report)
 - Certificate of Substantial Completion-AIA Document G704
 - Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
 - Contractor's Affidavit of Release of Liens-AIA Document G706A
 - Consent of Surety to Final Payment-AIA Document G707
 - Request for Taxpayer Identification Number and Certification W9
 - Tax
- g. Section 00700 Form and City of Mobile Vendor Information Form
 - General Conditions of the Contract for Construction-Document A201

XI. LIQUIDATED DAMAGES

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

XII. FORCE MAJEURE

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

XIII. OBLIGATIONS OF THE CITY

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

XIV. TERMINATION

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

- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XV. DISPUTE RESOLUTION

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

XVI. CONTRACTOR WARRANTY

- A.** Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply
- B.** Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- C.** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- D.** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- E.** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- F.** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVII. SUSPENSION/STOP WORK ORDER

- A.** The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall

not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

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

XVIII. NOTICES

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

CITY:

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

CONTRACTOR:

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

CITY OF MOBILE – LEGAL:

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

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

XIX. DEFAULT/ BREACH

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

performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

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

XXI. WITHHOLDING PAYMENT DUE

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

XXII. CURE PLAN

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

XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

XXIV. PEER REVIEW/VALUE ENGINEERING

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

XXV. ANTI-BOYCOTT

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

XXVI. NON-DISCRIMINATION

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

XXVII. COMPLIANCE WITH IMMIGRATION LAW

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

XXVIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

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

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

CONTRACTOR

By: _____

Printed Name and Title

Date: _____

State of _____ }
County of _____ }

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

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

Notary Public
Print _____
My commission expires: _____

(Seal)

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor
Date: _____

ATTEST:

City Clerk

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE [REQUIRED]

EXHIBIT E: E-VERIFY DOCUMENTS [IF APPLICABLE]

EXHIBIT F: BIDDING AND CONTRACT REQUIREMENT DOCUMENTS

SECTION 00600
BONDS, CERTIFICATES AND AFFIDAVITS

PART 1 GENERAL

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-7454.

1.1 FORMS

- A. PERFORMANCE BOND. Owner's modified Performance Bond form.
- B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.
- C. APPLICATION AND CERTIFICATION FOR PAYMENT - AIA Document G702 and AIA Document G703 and DBE Utilization Report
- D. CERTIFICATE of SUBSTANTIAL COMPLETION – AIA Document G704-2017
- E. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA Document G706
- F. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA Document G706A.
- G. CONSENT OF SURETY TO FINAL PAYMENT - AIA Document G707
- H. E-Verify Documentation (Sample)
- I. Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and xx/100 Dollars (\$_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Figures Park Community Center (PR-035-25) 658 Donald Street C, Mobile, Alabama 36617, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____

Company Name: _____

Address: _____

Phone and Fax: _____

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

LABOR AND MATERIAL PAYMENT BOND

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

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

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Figures Park Community Center (PR-035-25) 658 Donald Street C, Mobile, Alabama 36617, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

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

EXECUTED IN FOUR (4) COUNTERPARTS.

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____

Company Name: _____

Address: _____

Phone and Fax: _____

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

LABOR AND MATERIAL PAYMENT BOND



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
☒	COMMERCIAL GENERAL LIABILITY	☒	☒				EACH OCCURRENCE \$ 1,000,000
☐	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000
☒	Contractual Liability						MEDICAL EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						\$
	AUTOMOBILE LIABILITY	☒	☒				COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
☒	ANY AUTO						BODILY INJURY (Per person) \$
☐	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
☐	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS						\$
☒	UMBRELLA LIAB	☒	☒				EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB						AGGREGATE \$ 2,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☐ OTHER \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	☒			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Project Name:

Project Number:

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

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TO OWNER

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

PROJECT:

APPLICATION NO:

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

PROJECT NO:

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

\$

2. Net change by Change Orders

\$

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$

4. TOTAL COMPLETED & STORED TO

\$

DATE (Column G on G703)

5. RETAINAGE:

a. % of Completed Work

\$

(Column D + E on G703)

b. % of Stored Material

\$

(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

\$

6. TOTAL EARNED LESS RETAINAGE

\$

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

\$

8. CURRENT PAYMENT DUE

\$

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$

(Line 3 less Line 6)

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

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

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn to before me this

day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By:

Date:

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

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form
DBE UTILIZATION REPORT

Return to Office Small Business Development

Via email at archnique.kidd@cityofmobile.org

P.O. Box 1948

Mobile, AL 36633

CONTRACTOR:		Certified DBE: YES NO		
DESCRIPTION:				Estimated Completion Date:
This report is for the month of: (CHECK ONE):	JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC FINAL _____
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

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

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

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

PRINT NAME: _____

SIGNATURE: _____ /_____/_____
(Title) (Date)

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

PROJECT:

APPLICATION NO:

Distribution to:

☐	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

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

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

CONTRACTOR:

By: _____ Date: _____

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

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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

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

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

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

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



AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

City of Mobile, Architectural Engineering Department
P.O. Box 1827

Mobile, Alabama 36633-1827

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

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

Warranty

Date of Commencement

ARCHITECT

BY

DATE OF ISSUANCE

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

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

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

CONTRACTOR

BY

DATE

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

City of Mobile

OWNER

BY

DATE

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

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

**AIA®****Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims**PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐SURETY: ☐OTHER: ☐TO OWNER: *(Name and address)*

CONTRACT FOR: General Construction

CONTRACT DATED:

STATE OF:

COUNTY OF:

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

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

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

Indicate Attachment ☐ Yes ☒ No**CONTRACTOR:** *(Name and address)*

BY:

*(Signature of authorized representative)**(Printed name and title)*

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

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

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

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

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: General Construction

ARCHITECT: ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

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

on bond of
(Insert name and address of Contractor)

, SURETY,

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

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

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

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

Company ID Number:

Approved by:

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

SAMPLE

Company ID Number:

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

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

Print Page **Reset Form**

Company Information:

1. City Vendor Number:

2. Name of Company:

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

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

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

Please attach additional sheets if necessary.

ELECTRONIC PAYMENT AUTHORIZATION

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

All fields are required to be completed.

Company Name _____

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

Billing Address _____

City State Zip _____

EFT Contact Person _____

EFT Contact Phone _____

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

Bank Name _____

Routing Number _____ Account Number _____

Account Type ☐ Checking or ☐ Savings

Authorized Official (print) _____

Authorized Official (signature) _____ Date 12/28/2018

For City Use Only:

Vendor No. _____

Entered Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶

Date ▶ 12/28/2018

General Instructions

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

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Figures Park Community Center - Mechanical Upgrades
658 Donald St C
Mobile, Alabama 36617

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual**, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 **Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.**

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract**

Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity **which** would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative (1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The apparent low bidder, within (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation **may** be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**
 - A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
 - B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
 - C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor

shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, **actually incorporated or consumed in the work;**
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented **by** the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced within ten (10) days of the date of written Notice to Proceed.**

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptably submitted for more than (30) days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be

submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work, **which have been authorized and approved by properly executed Change Order(s).**

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time **may** be extended appropriately and the Contract Sum **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work .

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion.** The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version.**

Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 **The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

(Paragraph deleted)

§ 10.3.4 The Owner shall not be responsible **for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.**

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency **may** be determined **only** as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted.

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of **State of Alabama**.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the Architect's normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work **executed**.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed costs incurred by reason of **termination**.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim**, that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties .

(Paragraphs deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

(Paragraphs deleted)

Additions and Deletions Report for AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual**, specifications, and other similar materials.

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~~§ 1.7 Digital Data Use and Transmission~~

~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~§ 1.8 Building Information Models Use and Reliance~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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~~§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

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§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

PAGE 14

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work

or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall ~~secure and pay for the building permit as well as for~~ City of Mobile building permit without cost, and shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

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§ 3.10.1 The Contractor, ~~promptly~~ within ten (10) business days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

...

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ **which** would otherwise exist as to a party or person described in this Section 3.18.

PAGE 19

§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

...

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. (1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, The apparent low bidder, with (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be

increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

...

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes or relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

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4. **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**
 - A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
 - B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
 - C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an ~~amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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2. Costs of materials, supplies, and equipment, including cost of transportation, ~~whether incorporated or consumed;~~**actually incorporated or consumed in the work;**

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented ~~from~~ by the Contractor or others;

PAGE 25

1. No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.
2. The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ~~pending mediation and binding dispute resolution;~~ or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

...

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptable submitted for more that (30) days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

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1. Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.

...

§ 9.3.1 At least ten days before the date established for each progress payment, the ~~The~~ Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be ~~notarized, if required,~~ notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect ~~retainage if provided for in the Contract Documents.~~ retainage and documents as follows:

1. Until the final payment is made, the Owner shall pay ninety-seven and on half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and
2. The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.

§ 9.3.1.1 As provided in Section 7.3.9, such Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. Work, which have been authorized and approved by properly executed Change Order(s).

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. Such applications may include requests for payment on account of changes in the Work, which have been authorized and approved by properly executed Change Order(s).

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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution, Architect~~, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time ~~shall~~ may be extended appropriately and the Contract Sum ~~shall~~ may be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work ~~or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~

...

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, ~~(5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~ Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 30, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor ~~or by issuance of Change Orders affecting final completion,~~ and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 10.2.1 The Contractor shall comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

...

- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

...

§ 10.2.5 The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)~~ to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up-start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible ~~under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.~~ The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. for materials or

substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

...

§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner **shall may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

...

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency **shall may** be determined **only** as provided in Article 15 and Article 7.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. **State of Alabama.**

...

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

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§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.4.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ executed.
PAGE 36

§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason ~~of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~ termination.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated ~~by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes~~ acting with due diligence, reasonably should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

...

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work giving rise to such claim. that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.
PAGE 38

§ 15.2.2 The ~~Initial Decision Maker~~ Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion,~~ Architect reasonably concludes that, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons ~~therefor;~~ therefore; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation

within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to

be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:05:40 ET on 04/09/2025 under Order No. 3104238820 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 CONTRACT

- A. Summary of Work:
Base Bid: The Work consists of providing all necessary materials and rigging required to replace two condensing units, DX coils for the associated air handling units, refrigeration piping (between the air handling units and the condensing units, one boiler, and hot water piping accessories as specified in the consultant drawings attached to this project manual including all associated other mechanical and electrical improvements.
Additive Alternate: Remove and replace units AHU-1 and AHU-2.
- B. Contract Description: Stipulated sum.

- C. Equipment required for the project shall be submitted to the engineer for approval within fifteen (15) calendar days of Notice to Proceed. After the approved submittals are returned, the equipment shall be ordered within ten (10) days of approval. Work shall be completed within fifteen (15) calendar days from the date of equipment delivery. Substitutions on named equipment shall be considered pre-bid only.

1.3 CONTRACTOR USE OF PREMISES

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

1.4 CONTINGENCY ALLOWANCE

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

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

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

1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by change order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

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

1.9 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

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

1.11 PRECONSTRUCTION MEETINGS

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

1.12 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals at least every week while work on site is proceeding.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit electronic submittals to the Project Manager. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

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

1.17 PREPARATION

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

1.18 TOLERANCES

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

1.19 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.

- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

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

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

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

1.22 WATER SERVICE

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

1.23 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide his own temporary facilities. Use of facility facilities is not possible.

1.24 BARRIERS AND FENCING

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

1.25 PROTECTION OF INSTALLED WORK

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

1.26 SECURITY

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

1.27 ACCESS ROADS & HAULING

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

1.28 PARKING

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

1.29 PROGRESS CLEANING AND WASTE REMOVAL

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

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.33 PRODUCT OPTIONS

- A. Products Specified: **Equal alternate products to be approved by Owner as PRE-BID Substitutions. Submit product data as required in SUBSTITUTIONS.**

1.34 SUBSTITUTIONS

- A. **Architect/Engineer will consider requests for Substitutions only Pre-Bid. Submit requests by August 13, 2025, by 3:00pm via e-mail to Project Manager elizabeth.miller@cityofmobile.org.**
- B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents. Comply with procedures and documentation as per Section 01635 Substitutions.
- C. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

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

1.36 PROJECT RECORD DOCUMENTS

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

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted for a minimum of ten (10) years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.
2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

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

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

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

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

- A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

- A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.
- B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

- A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

- A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

- A. Include as a Contingency Allowance the lump sum amount of thirty thousand Dollars (\$30,000.00).

END OF SECTION

SECTION 01230

ALTERNATIVE BID ITEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes
 - 1. Documentation of changes to Contract Sum and/or Contract Time.
- B. Contract Documents contain pertinent requirements for materials and methods to accomplish work described herein.
- C. Provide alternate costs for inclusion in Contract Sum if accepted by Owner.

1.3 RELATED REQUIREMENTS

- A. Owner/Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.
- B. Individual specification sections identified.

1.4 PROCEDURES

- A. Alternates will be exercised at the option of Owner.
- B. Coordinate related work and modify surrounding work as required to complete the work, including changes under each Alternate, when acceptance is designated in Owner/Contractor Agreement.

1.5 DESCRIPTION OF ALTERNATES

- A. Alternate #1:
PART 2 PRODUCTS Not used

- PART 3 EXECUTION Not used

END OF SECTION

SECTION 01310
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
 - 1. Division 1 Section "Execution Requirements"
 - 2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, Engineer, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.
- B. Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.

- C. Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.
- D. Coordination: Each contractor shall supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.

1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.7 PROJECT MEETINGS

- A. General: Attendance of subcontractors and superintendent at a weekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Start-up construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Field condition reports.
 - 4. Special reports.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Start-up construction schedule.
- C.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- E. Field Condition Reports: Submit at time of discovery of differing conditions.
- F. Special Reports: Submit at time of unusual event.
- G. Existing Condition Photos: Submit prior to onsite mobilization to record existing conditions. If, during construction, damage occurs by others, notify Project Manager right away.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Show the following:
 - 1. Activity Duration
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Startup and Testing Time: Include not less than 15 days for startup, testing and training.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered RFIs.

3. Rejected or unreturned submittals.
4. Notations on returned submittals.

2.2 START-UP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed .
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.
 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and commissioning.
 - j. Punch list and final completion.
 - k. Activities occurring following final completion.
 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
- B. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- C. Initial Issue of Schedule: Identify critical activities. Prepare tabulated reports showing the following:
 1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.

3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.

D. Schedule Updating: Submit at each weekly coordination meeting.

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

Note: The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Documentation shall include trades and activities that were adversely impacted by the weather.

2.4 REPORTS

- A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01330 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Submittal Procedure
 - 2. Submittal Schedule
 - 3. Shop Drawings
 - 4. Product Data
 - 5. Samples

1.3 SUBMITTAL PROCEDURES

- A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
- C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.
- D. Project Manager will not review incomplete submittals.
- E. Apply Contractor's stamp, signed or initialed certifying that:
 - 1. Submittal was reviewed.
 - 2. Products, field dimensions, and adjacent construction have been verified.
 - 3. Information has been coordinated with requirements for Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.

- G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.
- H. Revise and resubmit submittals when required; identify all changes made since previous submittals.
- I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

1.4 SUBMITTAL SCHEDULE

- A. Submit a submittal schedule showing all submittals proposed for project, including:
 - 1. Submittals for Review
 - 2. Closeout Submittals.
- B. Include for each submittal:
 - 1. Specification section number.
 - 2. Description of submittal.
 - 3. Type of submittal.
 - 4. Anticipated submittal date.
- C. Submit one (1) PDF copy, concurrently.

1.5 SHOP DRAWINGS

- A. Present information in clear and thorough manner.
- B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.
- C. Reproductions of details contained in Contract Documents are not acceptable.
- D. Submit one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

1.6 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data.

- B. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Submit one (1) pdf copie. Project Manager will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.
- B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.
- C. Include identification for each sample, with full Project information.
- D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01635 SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. **Named products and products that are scheduled to be direct replacements must obtain substitution approval prior to bid.** If a substitution is approved, all costs to provide a complete and turn key project that may be associated with the substitution shall be included in the Bid.
- C. Related Sections:
 - 1. Divisions 2 through 16 Sections for specific requirements and limitations for substitutions and pre-bid approvals.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - d. 6"x12" Samples of each finish material in proposed pattern and color.
 - e. Certificates and qualification data.
 - f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - g. Cost information, including a proposal of change, if any, in the Contract Sum (not applicable for pre-bid Submittals).
 - h. Impact of substitution on construction schedule.
 - i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Project Manager's Action: If necessary, Project Manager will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 7 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Project Manager Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Project Manager does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

Figures Park Community Center
Mechanical Improvements
PR-035-25

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Environmental concerns.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. Related Sections:
 - 1. Division 1 Sections "Summary of the Work", "Project Record Documents", or "Closeout Procedures", if included in Project Manual, for submitting closeout documents and final cleaning.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted. Prior approval of Utility outages is required. Notify Owner of intent at least 72 hours in advance for outages less than 1 hour in duration and two (2) months in advance for outages over 1 hour in duration.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."
- D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches, but in no case shall the new piping be lower than the existing piping.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and meet environmental requirements.

3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove

in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

- a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean completed construction as frequently as necessary through the remainder of the construction period.

3.6 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in other Division 2 -16 Sections."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in other Division 2-16 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.

- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Re-grade and sod any disturbed grass areas.

3.9 ENVIRONMENTAL CONCERNS

- 1. Provide protection and conduct construction in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.10 STORMWATER CONTROL AND DISCHARGE

- 1. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.
- 2. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
- 3. Obtain any necessary permits that may be required due to discharges.

END OF SECTION 01700

SECTION 01731 CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes procedural requirements for cutting and patching.
- B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.
- C. Operational Limitations: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials identical to existing materials to the maximum extent available.
- B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- C. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Provide temporary support of work to be cut.
- B. Protect existing conditions during cutting and patching to prevent damage.
- C. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

3.3 PERFORMANCE

- A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.
 - 1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
 - 2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

END OF SECTION

SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation manuals for systems, subsystems, and equipment.
 - 2. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.
- B. See Divisions 01 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

- A. Manual: Submit two copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 10 days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit **2** copies of each corrected manual within 10 days of receipt of Architect's comments.
 - 2. Provide PDF copies on 2 discs. Submit with the corrected manual.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.

6. Name and address of Architect and Engineer.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.

4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:
- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures.
- E. Submit demonstration and training video for all lighting control systems.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.
- B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit two copies of each Product Data submittal.
- D. Submit PDF's of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor's Warrantees, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
 - 3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
 - 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and Engineer.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, installer, and other information necessary to provide a record of selections made.
 - 4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 CONTRACT

- A. Summary of Work:
Base Bid: The Work consists of providing all necessary materials and rigging required to replace two condensing units, DX coils for the associated air handling units, refrigeration piping (between the air handling units and the condensing units, one boiler, and hot water piping accessories as specified in the consultant drawings attached to this project manual including all associated other mechanical and electrical improvements.
- B. Contract Description: Stipulated sum.

- C. Equipment required for the project shall be submitted to the engineer for approval within fifteen (15) calendar days of Notice to Proceed. After the approved submittals are returned, the equipment shall be ordered within ten (10) days of approval. Work shall be completed within fifteen (15) calendar days from the date of equipment delivery. Substitutions on named equipment shall be considered pre-bid only.

1.3 CONTRACTOR USE OF PREMISES

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

1.4 CONTINGENCY ALLOWANCE

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

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

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

1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by change order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

Figures Park Community Center
Mechanical Improvements
PR-035-25

1.8 ALTERNATE BID ITEMS

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

1.9 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

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

1.11 PRECONSTRUCTION MEETINGS

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

1.12 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals at least every week while work on site is proceeding.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit electronic submittals to the Project Manager. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

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

1.17 PREPARATION

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

1.18 TOLERANCES

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

1.19 REFERENCES

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

1.20 ELECTRICITY

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

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

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

1.22 WATER SERVICE

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

1.23 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide his own temporary facilities. Use of facility facilities is not possible.

1.24 BARRIERS AND FENCING

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

1.25 PROTECTION OF INSTALLED WORK

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

1.26 SECURITY

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

1.27 ACCESS ROADS & HAULING

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

1.28 PARKING

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

1.29 PROGRESS CLEANING AND WASTE REMOVAL

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

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.33 PRODUCT OPTIONS

- A. Products Specified: **Equal alternate products to be approved by Owner as PRE-BID Substitutions. Submit product data as required in SUBSTITUTIONS.**

1.34 SUBSTITUTIONS

- A. **Architect/Engineer will consider requests for Substitutions only Pre-Bid. Submit requests by August 13, 2025 by 3:00pm via e-mail to Project Manager elizabeth.miller@cityofmobile.org.**
- B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents. Comply with procedures and documentation as per Section 01635 Substitutions.
- C. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

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

1.36 PROJECT RECORD DOCUMENTS

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

Department or other agencies, as applicable.

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted for a minimum of ten (10) years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.
2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

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

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

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

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

- A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

- A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.
- B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

- A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

- A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

- A. Include as a Contingency Allowance the lump sum amount of thirty thousand Dollars (\$30,000.00).

END OF SECTION

SECTION 01310
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
 - 1. Division 1 Section "Execution Requirements"
 - 2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, Engineer, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.
- B. Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.

- C. Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.
- D. Coordination: Each contractor shall supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.

1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.7 PROJECT MEETINGS

- A. General: Attendance of subcontractors and superintendent at a weekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Start-up construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Field condition reports.
 - 4. Special reports.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Start-up construction schedule.
- C.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- E. Field Condition Reports: Submit at time of discovery of differing conditions.
- F. Special Reports: Submit at time of unusual event.
- G. Existing Condition Photos: Submit prior to onsite mobilization to record existing conditions. If, during construction, damage occurs by others, notify Project Manager right away.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Show the following:
 - 1. Activity Duration
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Startup and Testing Time: Include not less than 15 days for startup, testing and training.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered RFIs.

3. Rejected or unreturned submittals.
4. Notations on returned submittals.

2.2 START-UP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.
 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and commissioning.
 - j. Punch list and final completion.
 - k. Activities occurring following final completion.
 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
- B. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- C. Initial Issue of Schedule: Identify critical activities. Prepare tabulated reports showing the following:
 1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.

3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.

D. Schedule Updating: Submit at each weekly coordination meeting.

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

Note: The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Documentation shall include trades and activities that were adversely impacted by the weather.

2.4 REPORTS

- A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01330 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Submittal Procedure
 - 2. Submittal Schedule
 - 3. Shop Drawings
 - 4. Product Data
 - 5. Samples

1.3 SUBMITTAL PROCEDURES

- A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
- C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.
- D. Project Manager will not review incomplete submittals.
- E. Apply Contractor's stamp, signed or initialed certifying that:
 - 1. Submittal was reviewed.
 - 2. Products, field dimensions, and adjacent construction have been verified.
 - 3. Information has been coordinated with requirements for Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.

- G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.
- H. Revise and resubmit submittals when required; identify all changes made since previous submittals.
- I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

1.4 SUBMITTAL SCHEDULE

- A. Submit a submittal schedule showing all submittals proposed for project, including:
 - 1. Submittals for Review
 - 2. Closeout Submittals.
- B. Include for each submittal:
 - 1. Specification section number.
 - 2. Description of submittal.
 - 3. Type of submittal.
 - 4. Anticipated submittal date.
- C. Submit one (1) PDF copy, concurrently.

1.5 SHOP DRAWINGS

- A. Present information in clear and thorough manner.
- B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.
- C. Reproductions of details contained in Contract Documents are not acceptable.
- D. Submit one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

1.6 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data.

- B. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Submit one (1) pdf copie. Project Manager will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.
- B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.
- C. Include identification for each sample, with full Project information.
- D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01635 SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. **Named products and products that are scheduled to be direct replacements must obtain substitution approval prior to bid.** If a substitution is approved, all costs to provide a complete and turn key project that may be associated with the substitution shall be included in the Bid.
- C. Related Sections:
 - 1. Divisions 2 through 16 Sections for specific requirements and limitations for substitutions and pre-bid approvals.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - d. 6"x12" Samples of each finish material in proposed pattern and color.
 - e. Certificates and qualification data.
 - f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - g. Cost information, including a proposal of change, if any, in the Contract Sum (not applicable for pre-bid Submittals).
 - h. Impact of substitution on construction schedule.
 - i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Project Manager's Action: If necessary, Project Manager will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 7 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Project Manager Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Project Manager does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

Figures Park Community Center
Mechanical Improvements
PR-035-25

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Environmental concerns.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. Related Sections:
 - 1. Division 1 Sections "Summary of the Work", "Project Record Documents", or "Closeout Procedures", if included in Project Manual, for submitting closeout documents and final cleaning.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted. Prior approval of Utility outages is required. Notify Owner of intent at least 72 hours in advance for outages less than 1 hour in duration and two (2) months in advance for outages over 1 hour in duration.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."
- D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches, but in no case shall the new piping be lower than the existing piping.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and meet environmental requirements.

3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove

in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

- a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean completed construction as frequently as necessary through the remainder of the construction period.

3.6 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in other Division 2 -16 Sections."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in other Division 2-16 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.

- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Re-grade and sod any disturbed grass areas.

3.9 ENVIRONMENTAL CONCERNS

- 1. Provide protection and conduct construction in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.10 STORMWATER CONTROL AND DISCHARGE

- 1. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.
- 2. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
- 3. Obtain any necessary permits that may be required due to discharges.

END OF SECTION 01700

SECTION 01731 CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes procedural requirements for cutting and patching.
- B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.
- C. Operational Limitations: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials identical to existing materials to the maximum extent available.
- B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- C. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Provide temporary support of work to be cut.
- B. Protect existing conditions during cutting and patching to prevent damage.
- C. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

3.3 PERFORMANCE

- A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.
 - 1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
 - 2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

END OF SECTION

SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation manuals for systems, subsystems, and equipment.
 - 2. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.
- B. See Divisions 01 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

- A. Manual: Submit two copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 10 days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit **2** copies of each corrected manual within 10 days of receipt of Architect's comments.
 - 2. Provide PDF copies on 2 discs. Submit with the corrected manual.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.

6. Name and address of Architect and Engineer.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.

4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:
- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures.
- E. Submit demonstration and training video for all lighting control systems.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

**SECTION 230000
MECHANICAL GENERAL**

PART 1 – GENERAL

1.1 DESCRIPTION:

- A. Contractor's Responsibilities:
 - 1. Contractor to provide all materials, labor, and tools required to complete installation of specified systems.
 - 2. Any omission of reference to items required to complete the installation of products or systems of this section does not relieve the Contractor the obligation to provide same.
 - 3. All requirements of Project Safety are applicable to this section.
 - 4. Reference to and use of the product documents is not authorized unless under the direction of the general contractor. Definition of the scope of the work shall not be made by reference only to singular sheets or portions of the documents. Consult the complete set of contract documents.
- B. This division and the accompanying drawings cover furnishing of all labor, equipment, appliances, and materials and performing all operations in connection with the installation of complete air conditioning, ventilating, heating, and plumbing and fire protection systems as specified herein and as shown on the drawings.
- C. Provide all work, materials, labor and necessary equipment for HVAC and plumbing required for the project.
- D. Provide all testing required for utility verification. Note: see the requirements for the existing sewer line its condition and flow to be verified.
- E. The general provisions of the contract including the Conditions of the Contract (General, Supplementary and other conditions) and other divisions as appropriate, apply to work specified in this division.
- F. Coordinate with work covered in other sections.

1.2 CODES AND REGULATIONS:

- A. All heating, ventilating and air conditioning materials and workmanship shall comply with the Authority Having Jurisdiction current Codes and Regulation to include:
 - 1. IBC 2021
 - 2. IBC 2021, Edition of the IMC.
- B. All plumbing materials and workmanship shall comply with the Authority Having Jurisdiction current Codes and Regulation to include:
 - 1. ICC 2021
 - 2. ICC 2021 Edition of the IMC.
- C. All fire protection materials and workmanship shall comply with the following codes and standards as applicable:

1. NFPA 101 Latest Edition.
2. NFPA Standards 13, 14, and 20.

D. Applicable Publications:

The publications listed below form a part of this specification to the extent referenced and are referred to in the text by the basic designation only:

1. Air-Conditioning and Refrigeration Institute Standards (ARI)
2. American National Standards Institute, Inc. Standards (ANSI) Rev.#1 7/9/03
3. American Society for Testing and Materials Publications (ASTM)
4. American Gas Association Inc. Laboratories (AGA)
5. American Society of Mechanical Engineers Code (ASME)
6. Factory Mutual Underwriters (FM)
7. Industrial Risk Insurers (IRI)
8. National Fire Protection Association Standards (NFPA, latest edition)
9. Sheet Metal and Air Conditioning Contractor's National Association Inc. (SMACNA)
10. Underwriters Laboratories Inc. (UL)

- E. All work done under this Contract shall comply with all state and local codes having jurisdiction and with the requirements of the Utility Companies whose services may be used. All modifications required by these entities shall be made by the Contractor without additional charges. Any conflict between these documents and the governing codes shall be immediately brought to the attention of the Engineer of Record. Where code requirements are less than those shown on the plans or in the specifications, the plans and specifications shall be followed. Where applicable, N.F.P.A. requirements shall be met.
- F. The Contractor shall obtain all permits, inspections, and approvals as required by all authorities having jurisdiction, and deliver certificates of approval to the Architect. All fees and costs of any nature whatsoever incidental to these permits, inspections and approvals must be assumed and paid by the Contractor.
- G. The Contractor shall comply with all applicable provisions of the William-Steiger Occupational Safety and Health Act (O.S.H.A.). Job-site safety is totally the responsibility of the Contractor; no responsibility or liability is assumed by the Engineer.

1.3 SUBSTITUTIONS:

- A Reference to a particular product by manufacturer, trade name, or catalog number establishes the quality standards of material and equipment required for this installation and is not intended to exclude products equal in quality and similar design.
- B The Architect reserves the sole right to decide the equality of materials proposed for use in lieu of these specified.
- C It shall be the Contractor's responsibility to furnish the information and data sufficient to establish the quality and utility of the items in question, including furnishing samples if required.

PART 2 – PRODUCTS

2.1 DESCRIPTION:

- A. All products shall be new and bear the label of the appropriate testing agency (U.L., A.G.A., C.S.A., etc.).

2.2 COORDINATION:

- A. The products of particular manufacturers have been used as the basis of design in preparation of these documents. Any modifications to the mechanical systems and their components, the electrical systems, the building structure and architecture, or any other portion of the building that result from the use of any other than the basis of design equipment and materials shall be coordinated with all other trades. Such coordination shall occur before delivery of products from the manufacturer (before shop drawing submittals) and shall be clearly indicated on the shop drawings. Any related modifications shall be performed without any additional cost to the Contract.

2.3 MOTORS:

- A. Unless specifically noted otherwise in other sections of this Specification, all motors and motor controllers shall meet the requirements specified in this Section. All motors shall be built in accordance with the current applicable IEEE and NEMA standards, and shall have voltage, phase, frequency and service as scheduled.
- B. Each motor shall be suitable for the brake horsepower of the driven unit, rated with 1.15 minimum service factor, and shall be NEMA design B. The motor temperature rise shall not exceed 40 degrees C. for drip proof motors, 50 degrees C. for splash proof motors, and 55 degrees C for totally enclosed or explosion proof motors. The motor shall be capable of operating continuously at such temperature rises, and shall be capable of withstanding momentary overloads of 25 percent without injurious overheating.
- C. Each item of motor driven equipment shall be furnished complete with the motors and drives as required to perform the specific function for which it is intended, scheduled, and specified.
- D. Motors shall be ball bearing type selected for quiet operation and shall be manufactured for general-purpose duty unless otherwise indicated. Each bearing shall be accessible for lubrication and designed for the load imposed by the V-belt drive or the driven apparatus. Direct drive motors shall be designed for the specific application with all necessary thrust bearings, shaft capacities, etc.
- E. Motors larger than 1/2 horsepower shall have bearings with pressure grease lubrication fittings.
- F. Motors connected to drive equipment by belt shall be furnished with adjustable slide rail bases except for fractional horsepower motors which shall have slotted bases. Motor leads shall be permanently identified and supplied with connectors.
- G. Each motor to be installed outdoors shall be of the totally-enclosed fan-cooled type, or housed in a weatherproof housing.
- H. Unless otherwise indicated, motors smaller than 1/2 horsepower shall be capacitor start or split phase type designed for 120-volt, single phase, 60 cycle alternating current.

Shaded pole motors are acceptable only for motors 35 watts and smaller. Motors 1/2 horsepower and larger shall be squirrel cage induction type, 3 phase, 60 cycle alternating current.

- I. Multispeed motors shall, except as noted, be consequent pole, variable torque, single winding. When the speed ratios or the load characteristic dictates, the multispeed motors shall be separate winding types. Variable speed motors operating over an adjustable range of speeds shall be motors specifically designed and rated for such duty.
- J. If the Contractor proposes to furnish motors varying in horsepower and/or characteristics from those specified, he shall first inform the Engineer of the change and shall then coordinate the change and shall pay all additional charges in connection with the change.

PART 3 – EXECUTION:

3.1 GENERAL:

- A. The mechanical plans do not give exact elevations or locations of lines, nor do they show all the offsets, control lines, or other installation details. The Contractor shall carefully lay out his work at the site to conform to the structural conditions, to provide proper grading of lines, to avoid all obstructions, to conform to details of installation supplied by the manufacturers of the equipment to be installed, and to thereby provide an integrated, coordinated and satisfactory operating installation.
- B. If the Contractor proposes to install equipment, including piping and ductwork, requiring space conditions other than those shown, or to rearrange the equipment, he shall assume full responsibility for the rearrangement of the space and shall have the Architect review the change before proceeding with the work. The request for such changes shall be accomplished by Shop Drawings of the space in question.
- C. The Contractor is responsible for the proper location and size of all slots, holes or openings, in the building structure pertaining to his work, and for the correct location of sleeves, inserts, cores, etc.
- D. The Contractor shall so coordinate the work of the various trades that it may be installed in the most direct manner without hindering or handicapping the other trades. Piping interferences shall be handled by giving precedence to pipe lines, which require a grade for proper operation.
- E. All piping and ductwork in finished areas, except where noted to the contrary, shall be installed in chases, furred spaces, above ceilings, etc. In all cases, pipes and ducts shall be installed as high as possible. Runs of piping shall be grouped and routed parallel whenever it is feasible to do so.
- F. Piping, equipment, or ductwork shall not be installed in electrical equipment room except those serving only those rooms. Outside of electrical equipment rooms, do not run piping ductwork, or locate equipment, with respect to power panels:
 - 1. Within 42" in front of equipment; or
 - 2. Within 36" of sides of equipment.Clearances apply vertically from floor to structure.

- G. Provide access to equipment and apparatus requiring operation, service or maintenance within the life of the system. This shall include, but not be limited to, motors, valves, filters, dampers, shock absorbers, etc. Equipment located above lay-in type ceilings is considered accessible.
- H. Verify the existence, location, and serviceability of all existing utility and utility lines connecting to the building/project to include the sewer main.

3.2 EXCAVATION, TRENCHING AND BACKFILLING: (N/A)

- A. Perform all excavation, trenching and backfilling for work under Division 23.
 - 1. During excavation, material for backfilling shall be piled back from the banks of the trench to avoid overloading and to prevent slides and cave-ins.
 - 2. Follow all safety procedures and provide shoring for excavation.
 - 3. All excavated materials not to be used for backfilling shall be removed and disposed of.
 - 4. Grading shall be done to prevent surface water from flowing into trenches and other excavation and any water accumulating therein shall be removed by pumping.
 - 5. All excavations shall be made by open cut. No tunneling shall be done.
- B. Bottom of trench shall be uniformly graded to provide firm support and even bearing surface for pipe.
- C. Pipe shall be laid on firm soil, laid in straight lines and on uniform grades. Provide bell holes so that barrels of pipe rest evenly on bottom of trench along entire length of pipe.
- D. Pipe shall be inspected and tested prior to backfilling. No roots, rocks or foreign materials of any description shall be used in backfilling the trenches. Trench shall be hand filled to a minimum of 12" above the top of the pipe with clean earth and tamped to 95 percent compaction after first layer using the modified Proctor test method of compaction.
- F. Lay trace tape at all underground piping.
- G. Provide the required termite treatment of exposed soils before closing any excavation within the building or under the slab.

3.3 ELECTRICAL WORK:

- A. All electrical equipment provided under this Division shall comply with the electrical system characteristics indicated on the Electrical drawings and specified in Division 26.
- B. Air handling unit motor speed controls, system controls, starters for chillers, pilot lights, push buttons, etc., shall be furnished complete as a part of the motor apparatus, which it operates. All components shall be in conformance with the requirements of the National Electrical Code and Division 26. Motor starters for other equipment shall be furnished under Division 26.
- C. All power wiring and final power connections to the system shall be provided under Division 26. In a case where connections are not specifically noted under Division 26, the Contractor shall coordinate the scope of the work such that the wiring and connections of equipment are covered under this section of work.

- D. Control wiring (120V. and less) shall be provided under Division 23 and extended from the 120V. power circuits indicated on the Electrical Drawings. All wiring for voltages higher than 30 volts shall be done by a licensed electrician.
- E. All electrical characteristics shall be taken from the Electrical Drawings and Specifications and coordinated before equipment is ordered or submitted.

3.4 PROTECTION OF EQUIPMENT:

- A. Store equipment, including pipe and valves, off the ground and under cover. For storage outdoors, minimum 4 mil thick plastic shall be fitted to withstand splattering, ground water, precipitation and wind.
- B. Protect air handling unit coils by use of protective sheet metal panels or plywood.
- C. When work is stopped, plug ends of pipe and close ends of ducts until work resumes.
- D. Damaged equipment shall be either repaired or replaced at the option of the Engineer.

3.5 PAINTING:

- A. Factory painted equipment that has been scratched or marred shall be repainted to match original factory color.
- B. All uninsulated black ferrous metal items exposed to sight inside the building, such as condenser water piping, standpipes, equipment hangers and supports not provided with factory prime coat, shall be cleaned and painted with one coat of zinc chromate primer. In addition, such items in finished spaces shall also be painted with two coats of finish paint in a color to match adjacent surfaces or as otherwise selected by the Architect.
- C. Black ferrous metal items exposed outside the building, such as cooling tower support beams, uninsulated pipe and pipe supports not provided with factory prime coat, shall be cleaned and painted with one coat of rust inhibiting primer and two coats of an asphaltic base aluminum paint. Insulated pipes outside the building shall be cleaned and painted with one coat of rust inhibiting primer before installing insulation.
- D. In lieu of painting hanger rods, cadmium plated or galvanized rods may be furnished.
- E. No nameplates on equipment shall be painted, and suitable protection shall be afforded to the plates to prevent their being rendered illegible during the painting operation.
- F. Galvanizing broken during construction shall be recoated with cold galvanizing compound.
- G. All ductwork, piping, insulation, conduit or other appurtenances visible through grilles and diffusers shall be painted flat black to cover enough area for that area to be visible through the grille/diffuser.

3.6 PROTECTION OF EXISTING UTILITIES:

- A. The Contractor shall use extreme caution during excavation operations so as not to damage or otherwise interrupt the operations of existing utilities. The Contractor shall be responsible for the continuous operation of these lines and shall provide bypasses or install such shoring, bracing, or underpinning as may be required for proper protection.
- B. Schedule work so existing systems will not be interrupted when they are required for normal usage of existing buildings. Obtain approval from the Architect at least 7 days prior to any utility interruption; also coordinate such interruptions with the appropriate utility company.

3.7 VERIFICATION OF EXISTING UTILITES:

- A. Plumbing:
 - 1. Perform sewer line inspection and testing.
 - 2. If the inspection and testing disclose any deficiencies, notify the Owner and provide the cost of the work to correct the deficiency and provide a properly functioning main sewer line connecting to the building/project.

3.8 CUTTING AND PATCHING:

- A. The Contractor shall assume all cost of, and be responsible for, arranging for all cutting and patching required to complete the installation of his portion of the Work. All cutting shall be carefully and neatly done so as not to damage or cut away more than is necessary of any existing portions of the structure.
- B. All surfaces shall be patched to the condition of the adjacent surfaces.
- C. The Contractor shall make suitable provisions for adequately waterproofing at his floor penetrations of waterproof membrane floors. This shall include but not be limited to floor drains, open sight drains, hub drains, cleanouts, and sleeves for the various piping. This also applies to membrane roofing systems.

3.9 SLEEVES, FLOOR AND CEILING PLATES:

- A. The Contractor shall install, as required, in concrete, carpentry or masonry construction, all necessary hangers, sleeves, expansion bolts, inserts and other fixtures and appurtenances necessary for the support of all pipe, duct, equipment and devices specified.
- B. Cutting of openings and installation of sleeves or frames through walls and surfaces shall be done in a neat workmanlike manner. Openings shall be cut only as large as required for the installation; sleeves or frames shall be installed flush with finished surfaces and grouted in place. Surfaces around opening shall be left smooth and finished to match surrounding surface.
- C. Where pipes pass through floor slabs, sleeves shall be standard weight black steel pipe with top of sleeve 2" above finished floor. Where pipes pass through walls, sleeves shall be standard weight black steel pipe or 20-gage galvanized sheet metal with ends flush with wall surfaces.
- D. Each pipe or duct passing through walls, floors, ceilings or partitions shall be provided

with sleeves having internal diameter one inch larger than the outside dimensions of insulated pipes or ducts.

- E. All pipe sleeves through floors, roofs and masonry walls shall be built in place as the affected walls, floors, and roofs are built.
- F. All penetrations through rated floors shall be firestopped as specified in the section covering Firestopping.
- G. Pipe to be through exterior or rated walls must pass through a sleeve.
- H. Sleeves through exterior wall shall be steel or cast-iron pipe, flush with the exterior surfaces, and with the space between the pipe and the sleeves caulked watertight.
- I. Inserts shall be cast iron or galvanized steel individual type, with accommodations for removable nuts and threaded rods up to 3/4-inch diameter, and permitting lateral adjustment.

3.11 ESCUTCHEONS:

- A. Escutcheons shall be installed on all pipes where they pass through floors, ceilings, walls, or partitions in finished areas. The interior of closets, adjacent to finished areas, shall be considered finished.
- B. Escutcheons shall be split, hinged, stamped brass type designed to fit the pipe, and to cover the terminating pipe sleeve, in chrome plated finish unless otherwise specified, with securing device to hold the escutcheon tight to the pipe.

3.12 CLEANING:

- A. After the hydrostatic tests have been made and prior to the operating tests, the boilers shall be thoroughly and effectively cleaned of foreign materials. Wherever possible, water-contacted surfaces shall be wire-brushed to remove loose material. The boilers shall then be cleaned as recommended by the boiler manufacturer.
- B. Flush new water piping systems until water runs clean. Mild chemical cleaning may be required. If so, flush all cleaning chemicals out of the piping system before recharging with water.
- C. After thoroughly testing and cleaning the piping systems, add ethylene glycol to the heat pump loop in quantities large enough to provide a minimum of 40% and a maximum of 50% glycol.
- D. Remove all stickers, stains, temporary labels, and temporary covers before final acceptance.
- E. The exterior surfaces of all mechanical equipment, piping, ducts, etc., shall be cleaned of grease, oil, paint, dust and other construction debris.
- F. Ducts, plenums and casings shall be cleaned of debris and blown free of all particles of rubbish and dust before installing outlet faces.
- G. Bearings that require lubrication shall be lubricated in accordance with the

manufacturer's recommendations. Provide written certification of lubrication.

- H. Equipment rooms shall be left broom clean.
- I. Any fans operated during construction shall have temporary filters. Temporary filters shall be changed regularly to prevent contamination of the equipment and duct systems. Permanent filters shall be installed prior to final inspection.
- J. End of open ducts and pipes shall be covered during construction except when working directly on such prohibits covering. Cover with minimum four (4) mil thick polyethylene taped, tied or wired in place.
- K. Clean and polish identification plates.
- L. Sterilize the domestic water supply and distribution system with chlorine in accordance with the local requirements. Furnish three copies of a Certificate of Performance of Complete Sterilization to the Engineer before final inspection of the work, all certified by a registered chemical engineer. Certification of performance shall include the results of water test to show no bacteria in the domestic water system.

3.13 EQUIPMENT, MATERIALS AND BID BASIS:

- A. It is the intention of these Specifications to indicate a standard of quality for all material incorporated in this work. Manufacturer's names are used to designate the item of equipment or material as a means of establishing grade and quality. Where several manufacturers are named, only those manufacturers' products will be considered and the Contractor's bid shall be based on their products. Named manufacturers other than the one listed as basis of design, although acceptable as manufacturers, must prove their product will perform satisfactorily and will meet space requirements, etc. They shall also obtain pre-approval of their equipment before submitting shop drawings, when such equipment achieves the required results in a manner different than that of the basis of design. Where only one manufacturer is named, unless the Specifications state otherwise, manufacturers of similar quality products will be considered. Such unnamed manufacturer's products will, however, be considered as substitutions and shall not be used as a basis for bidding. In the event the Contractor wishes to submit substitutions to the Engineer for review prior to bid, he shall furnish descriptive catalog material, text data, samples, etc., as well as any other pertinent data necessary to demonstrate that the proposed substitutions are equivalent to the specified product. No substitutions shall be made without the written consent of the Engineer.
- B. The use of one named manufacturer in the schedules on the Drawings is for guide purposes. The provisions of the above paragraph will govern in the selection of products to be used.

3.14 WARRANTY:

- A. All systems and components shall be provided with a one-year warranty from the time of final acceptance or beneficial occupancy, whichever is first. The guarantee shall cover all materials and workmanship. During this warranty period, all defects in materials and workmanship shall be corrected by repair or replacement without incurring additions to the Contract.
- B. All reciprocating air conditioning compressors shall be warranted for an additional four

years. This additional warranty shall include part only.

3.15 FOUNDATIONS:

- A. All concrete foundations required by equipment furnished under the Mechanical Division shall be constructed in conformance with the recommendations of the manufacturer of the respective equipment actually applied, and with the approval of the Architect. All corners of the foundations shall be neatly chamfered. Foundation bolts shall be placed in the forms when the concrete is poured. Allow one inch (1") below the equipment bases for alignment, leveling and grouting with non-shrinking grout. Grouting shall be done after the equipment is leveled in place. After the grout has hardened, the foundation bolts shall be pulled up tight and the equipment shimmed, if necessary. After removal of the forms, the surface of the foundation shall be rubbed. Unless otherwise noted, foundations shall be four inches (4") high above the adjacent finished grade or above the adjacent concrete slab or sidewalk. All concrete work performed shall conform entirely to the requirements of the General Specifications which describe this class of work.

3.16 RECORDS AND INSTRUCTIONS FOR OWNER:

- A. The Contractor shall accumulate during the job's progress six copies of the following data prepared in neat brochures or packet folders and turned over to the Architect/Engineer for check and subsequent delivery to the Owner:
1. All warranties and guarantees and manufacturer's directions on equipment and material provided by the Contractor.
 2. Approved fixture brochures, wiring diagrams, and control diagrams.
 3. Copies of approved shop drawings.
 4. Operating instructions for heating and cooling and other mechanical systems. Operating instructions shall also include recommended periodic maintenance and seasonal changeover procedures, and suggested procedures in operation of all systems in this particular building to promote energy conservation. These instructions must be written expressly for this project and shall refer to equipment, valves, etc., by mark number from project schedules. Operating instructions and procedures shall be submitted in draft form, for approval prior to final issue of complete brochures. Manufacturer's advertising literature or catalogs will not be acceptable for operating and maintenance instructions.
 5. Any and all other data and/or drawings required during construction.
 6. Repair parts lists of all major items and equipment including name, address, and telephone number of local supplier or agent.
 7. Valve tag charts and diagrams specified elsewhere herein.
- B. All of the above data shall be submitted to the Architect/Engineer for approval at such time as the Contractor asks for the draw prior to his final draw, but in no case, less than two weeks before final review.
- C. The Contractor shall also give not less than four hours of operating instructions, during the adjustment and testing period, to the Owner's operating personnel in order to familiarize them with the proper care and operation of the equipment. The written operating instructions referred to in the paragraphs above shall be used as a basis for this on-the-job instruction.

- D. A competent technician employed by the Temperature Control Subcontractor shall instruct the Owner in proper operating procedures and shall explain the temperature control literature filed in the maintenance manual over a period of two (2) days while the system is in operation. The first such day shall be upon initial occupancy; the second shall be in the opposite season from the first, to insure the owner is fully instructed in both the winter and summer operations.
- E. The Engineer will, prior to final completion of the work, conduct a journal commissioning of the Work to insure the competency of the installation and operation of Mechanical systems and equipment.

3.17 AS-BUILT (RECORD) DRAWINGS:

- A. Maintain on the job site at all times during construction a set of "As-Built" drawings with all changes during construction marked thereon. Include any addenda, change orders, field orders, project sketches or "marked-up" drawing prints as may be generated on the job site to assist in recording the changes.
- B. The "As-Built" drawings shall show all changes and deviations from the Contract Drawings including relocation of outlets, conduit and equipment. Record final dimensioned locations of switchboards, panelboards, transformers, disconnect switches, etc. Make sufficient measurements to locate all underground conduit. Show exact locations of underground cable and conduits, both interior and exterior, fully dimensioned from building column lines or permanent exterior structures. These drawings shall be available for reference at the time of final inspection.
- C. At the completion of construction, the as-built drawings, sketches and mark-up prints shall be presented to the Architect or Owner.

3.18 INSTALLATION:

- A. All equipment shall be installed in strict conformance with manufacturer's recommendations, as specified herein and as shown. If any conflict arises between these instructions, notify the Engineer immediately for guidance.

3.19 VALVE CHART AND LABELS:

- A. Contractors shall prepare and install in suitable glazed frame typewritten valve charts giving the number, location and function of each line valve installed under this Contract. They shall also install on each valve stem a stamped one and one-half inch (1-1/2") diameter brass tag plainly numbered corresponding to the number indicated on the above chart. Tags shall be secured to valves by heavy figure eight hooks.

3.20 ACCESS DOORS:

- A. Furnish and install access doors at each point required to provide access to concealed valves, cleanouts, fire dampers and other devices requiring operation, adjustment, or maintenance. Access doors shall be 16-gauge steel, prime coat finish, with mounting straps, concealed hinge and screwdriver locks, designed to open 180 degrees.
- B. Access doors installed in fire walls or partitions shall be U.L. Labeled to maintain the fire rating of the wall or partition.

3.21 FLAME SPREAD AND SMOKE DEVELOPED PROPERTIES OF MATERIALS:

- A. Materials and adhesives used throughout the mechanical and electrical systems for insulation, and jackets or coverings of any kind, or for piping or conduit system components, shall have a flamespread rating not over 25 without evidence of continued combustion and with a smoke developed rating not higher than 50. If such materials are to be applied with adhesives, they shall be tested as applied with such adhesives, or the adhesives used shall have a flamespread rating not over 25 and a smoke developed rating not higher than 50. (Note: Materials need not meet these requirements where they are entirely located outside of a building and do not penetrate a wall or roof, and do not create an exposure hazard.)
- B. "Flame-Spread Rating" and "Smoke Developed Rating" shall be as determined by the "Method of Test of Surface Burning Characteristics of Building Materials," NFPA No. 255, ASTM E84, Underwriter's Laboratories, Inc., Standard". Such materials are listed in the Underwriters' Laboratories, Inc., "Building Materials List" under the heading "Hazard Classification (Fire)".

3.22 DUCTWORK:

- A. The Mechanical Subcontractor shall pressure test ducts for leaks prior to any external duct insulation from being installed. Unless noted otherwise ductwork shall meet the standards:
 - 1. Medium pressure seal class A
 - 2. Leakage test all joints, seams and wall penetrations for maximum leakage class 3 for round and spiral ducts and 6 for rectangular ducts.
 - 3. Low pressure seal class C
 - 4. Leakage test transverse joints for maximum leakage class 12 for round ducts and 24 for rectangular ducts.
 - 5. Test per SMACNA requirements.
- B. Test duct work system for conformance with medium pressure ductwork. Provide written copy of the pressure testing for compliance with standards and for conformance with the HVAC design.

3.23 HAZARDOUS MATERIALS:

- A. No products shall be used that contain any known hazardous or carcinogenic materials. Products with asbestos or radioactive content shall not be used.
- B. Handling of any hazardous material is not covered in this specification division (15). Any requirements for such are beyond the scope of this contract and shall be done only by those persons contracted to do so.

END OF SECTION

SECTION 230130
HVAC AIR DISTRIBUTION SYSTEM CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section and all other sections of Division 23.

1.2 SUMMARY

- A. This section includes the requirements for cleaning existing HVAC System components as follows:
 - 1. Air distribution equipment.
 - 2. Air distribution ductwork and plenums.
 - 3. System components.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For an ASCS.
- B. Strategies and procedures plan.
- C. Cleanliness verification report.

1.4 QUALITY ASSURANCE

- A. ASCS Qualifications: A certified member of NADCA.
 - 1. Certification: Employ an ASCS certified by NADCA on a full-time basis.
 - 2. Supervisor Qualifications: Certified as an ASCS by NADCA.
- B. UL Compliance: Comply with UL 181 and UL 181A for fibrous-glass ducts.
- C. Cleaning Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to HVAC air distribution system cleaning including, but not limited to, review of the cleaning strategies and procedures plan.

1.5 **WARRANTY/GUARANTEE**

- A. See Division 23 Specification Section "Basic Mechanical Requirements – HVAC" for warranty and guarantee requirements.

PART 2 - PRODUCTS

2.1 **GENERAL PRODUCT REQUIREMENTS**

- A. Protective Covering: Where duct cleaning is scheduled in occupied spaces cover work services, desks, furniture and equipment with 4 mil polyethylene protective sheeting.

2.2 **SERVICE OPENING PATCH MATERIAL**

- A. Sheet Metal: Sheet metal used to patch service openings used for the cleaning process shall be galvanized sheet metal with a gauge equal to the duct being patched

2.3 **SERVICE OPENING PATCH SEALANT MATERIAL**

- A. Sealant Material: Duct Connection Joint Sealant: Where duct patches are required to seal service openings in existing ductwork provide the following material as a patch sealer between the new patch and existing duct surfaces:
 - 1. Non Curing Tape: Permatite, Butyl gray non curing tape of sufficient width to seal the duct joints between the sheet metal patch and the duct work. Material can be purchased from the manufacturer or from Grainger using either the manufacturers model number DS5285, or the Grainger item number 2EJR3. Seal the external joints as required by these specifications and the ductwork can be placed in service. This material will allow the duct to be patched and the system placed back in operation right away.
 - 2. Final Sealant: Joint and Seam Sealant: One (1) part, nonsag, solvent release curing, polymerized butyl sealant complying with FS TT-S-001657, Type I; formulated with a minimum of 75% solids.

2.4 **PATCH EXISTING DUCT INSULATION**

- A. Duct Insulation: Where sections of existing duct insulation are removed for new service openings, repair/replace insulation section with materials and finishes matching the existing insulation, Also provide necessary adhesives and sealants for a complete repair/replacement of the insulation section.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine existing HVAC air distribution equipment, ducts, plenums, and system components to determine appropriate methods, tools, and equipment required for performance of the Work.
- B. Perform "Project Evaluation and Recommendation" according to NADCA ACR 2021.
- C. Prepare written report listing conditions detrimental to performance of the Work.
- D. Proceed with work only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare a written plan that includes strategies and step by step procedures. At a minimum, include the following:
 - 1. Supervisor contact information.
 - 2. Work schedule including location, times, and impact on occupied areas.
 - 3. Methods and materials planned for each HVAC component type.
 - 4. Required support from other trades.
 - 5. Equipment and material storage requirements.
 - 6. Exhaust equipment setup locations.
- B. Openings for Inspection and Service: Use the existing openings for inspection and service, as required for proper cleaning, at various points of the existing HVAC system for physical and mechanical entry and for inspection. Where additional access points are required for cleaning the duct systems and/or plenums cut appropriately sized openings to access the interior of the ducts/plenums for the cleaning process. When the cleaning process has been completed, patch and seal the cut openings so they are air tight and repair/replace duct insulation affected by the service openings. Disconnect flexible ducts as needed for inspection and cleaning and reconnect flexible ducts after completion of the cleaning process. Remove and reinstall suspended ceiling structure for inspection and cleaning.
- C. Comply with NADCA ACR 2021, "Guidelines for Constructing Service Openings in HVAC Systems" Section.

3.3 CLEANING

- A. Comply with NADCA ACR 2021.
- B. Remove visible surface contaminants and deposits from within the HVAC system.
- C. Systems and Components to Be Cleaned:

1. Air devices for supply and return air.
 2. Ductwork:
 - a. Supply air ducts, including turning vanes and reheat coils, to the air-handling unit.
 - b. Return air ducts to the air handling unit.
 - c. Exhaust air ducts.
 3. Air-Handling Units:
 - a. Interior surfaces of the unit casing.
 - b. Coil surfaces compartment.
 - c. Condensate drain pans.
 - d. Fans, fan blades, and fan housings.
 4. Filters and filter housings.
- D. Collect debris removed during cleaning. Ensure that debris is not dispersed outside the HVAC system during the cleaning process.
- E. Particulate Collection and Odor Control:
1. When venting vacuuming system inside the building, use HEPA filtration with 99.97% collection efficiency for 0.3-micron-size (or larger) particles.
 2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.
 3. For particulate collection equipment, include adequate filtration to contain debris removed. Locate equipment downwind and away from all air intakes and other points of entry into the building.
 4. Control odors and mist vapors during the cleaning and restoration process.
- F. Mark the position of manual volume dampers and air directional mechanical devices inside the system prior to cleaning. Restore them to their marked position on completion of cleaning.
- G. System components shall be cleaned so that all HVAC system components are visibly clean. On completion, all components must be returned to those settings recorded just prior to cleaning operations.
- H. Clean all air distribution devices, registers, grilles, and diffusers.
- I. Clean visible surface contamination deposits according to NADCA ACR 2021 and the following:

1. Clean air handling units, airstream surfaces, components, condensate collectors, and drains.
2. Ensure that a suitable operative drainage system is in place prior to beginning wash-down procedures.
3. Clean evaporator coils, reheat coils, and other airstream components.

J. Duct Systems:

1. Create service openings in the HVAC system as necessary to accommodate cleaning.
2. Mechanically clean duct systems specified to remove all visible contaminants so that the systems are capable of passing the HVAC System Cleanliness Tests (see NADCA ACR 2021).

K. Debris removed from the HVAC system shall be disposed of according to applicable Federal, state, and local requirements.

L. Mechanical Cleaning Methodology:

1. Source Removal Cleaning Methods: The HVAC system shall be cleaned using source removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and to safely remove these contaminants from the facility. No cleaning method, or combination of methods, shall be used that could potentially damage components of the HVAC system or negatively alter the integrity of the system.
 - a. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
 - b. Cleaning methods that require mechanical agitation devices to dislodge debris that is adhered to interior surfaces of HVAC system components shall be equipped to safely remove these devices. Cleaning methods shall not damage the integrity of HVAC system components or damage porous surface materials such as duct and plenum liners.
2. Cleaning Mineral Fiber Insulation Components:
 - a. Fibrous glass thermal or acoustical insulation elements present in equipment or ductwork shall be thoroughly cleaned with HEPA vacuuming equipment while the HVAC system is under constant negative pressure and shall not be permitted to get wet according to NADCA ACR 2021.
 - b. Cleaning methods used shall not cause damage to fibrous glass components and will render the system capable of passing the HVAC System Cleanliness Tests (see NADCA ACR 2021).

- c. Clean fibrous-glass duct liner with HEPA vacuuming equipment; do not permit duct liner to get wet. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
- d. Fibrous materials that become wet shall be discarded and replaced.

M. Cleaning AHU and Reheat Coils:

- 1. Measure and record static pressure differential across each coil before and after the cleaning process.
- 2. See NADCA ACR 2021, "Coil Surface Cleaning" Section. Type 1, or Type 1 and Type 2, cleaning methods shall be used to render the coil visibly clean and capable of passing Coil Cleaning Verification (see applicable NADCA ACR 2021).
- 3. Coil drain pans shall be subject to NADCA ACR 2021, "Non-Porous Surfaces Cleaning Verification." Ensure that condensate drain pans are operational.
- 4. Electric resistance coils shall be de energized, locked out, and tagged before cleaning.
- 5. Cleaning methods shall not cause any appreciable damage to, cause displacement of, inhibit heat transfer, or cause erosion of the coil surface or fins, and shall comply with coil manufacturer's written recommendations when available.
- 6. Rinse thoroughly with clean water to remove any latent residues.
- 7. AHU Coils: In MER's if 60 psi steam is available the contractor shall use steam to clean the coils.

N. Antimicrobial Agents and Coatings:

- 1. Apply antimicrobial agents and coatings if active fungal growth is reasonably suspected or where unacceptable levels of fungal contamination have been verified. Apply antimicrobial agents and coatings according to manufacturer's written recommendations and EPA registration listing after the removal of surface deposits and debris.
- 2. When used, antimicrobial treatments and coatings shall be applied after the system is rendered clean.
- 3. Apply antimicrobial agents and coatings directly onto surfaces of interior ductwork.
- 4. Sanitizing agent products shall be registered by the EPA as specifically intended for use in HVAC systems and ductwork.

3.4 **CLEANLINESS VERIFICATION**

- A. Verify cleanliness according to NADCA ACR 2021, "Verification of HVAC System Cleanliness" Section.

- B. Verify HVAC system cleanliness after mechanical cleaning and before applying any treatment or introducing any treatment-related substance to the HVAC system, including biocidal agents and coatings.
- C. Perform visual inspection for cleanliness. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be cleaned again and subjected to reinspection for cleanliness.
- D. Additional Verification:
 - 1. Perform surface comparison testing or NADCA vacuum test.
 - 2. Conduct NADCA vacuum gravimetric test analysis for nonporous surfaces.
- E. Verification of Coil Cleaning:
 - 1. Measure static pressure differential across each coil.
 - 2. Coil will be considered clean if cleaning restored the coil static pressure differential within 10% of 0.6" wg, the differential measured when the coil was first installed.
 - 3. Coil will be considered clean if the coil is free of foreign matter and chemical residue, based on a thorough visual inspection.
- F. Prepare a written cleanliness verification report. At a minimum, include the following:
 - 1. Written documentation of the success of the cleaning.
 - 2. Site inspection reports, initialed by supervisor, including notation on areas of inspection, as verified through visual inspection.
 - 3. Surface comparison test results if required.
 - 4. Gravimetric analysis (nonporous surfaces only).
 - 5. System areas found to be damaged.
- G. Photographic Documentation: Comply with requirements in Section "Photographic Documentation."

3.5 RESTORATION

- A. Restore and repair HVAC air distribution equipment, ducts, plenums, and components according to NADCA ACR 2021, "Restoration and Repair of Mechanical Systems" Section.
- B. Restore service openings capable of future reopening. Comply with requirements in Division 23 Specification Section "HVAC Duct Systems and Accessories." Include location of service openings in Project closeout report.
- C. Replace damaged insulation according to Division 23 Specification Section "Insulation for HVAC Pipe and Duct Systems."

- D. Ensure that closures do not hinder or alter airflow.
- E. New closure materials, including insulation, shall match opened materials and shall have removable closure panels fitted with gaskets and fasteners.
- F. Protective Covering: Where duct cleaning process has been completed in each occupied space, carefully remove the protective sheeting so as not to damage the existing equipment and furniture. Clean any dust or dirt in the space as a result of the duct cleaning process and/or from removing ceiling tiles using brooms, mops and/or vacuum cleaner.

END OF SECTION

**SECTION 230529
PIPE HANGERS AND SUPPORTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. The work covered under this section consists of the furnishing of all necessary labor, supervision, materials, equipment, and services to completely execute the pipe hanger and supports as described in this specification.

1.2 REFERENCES

- A. ASTM B633 - Specification for Electrodeposited Coatings of Zinc on Iron and Steel
- B. ASTM A123 - Specification for Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip
- C. ASTM A653 - Specification for Steel Sheet, Zinc-Coated by the Hot-Dip Process
- D. ASTM A1011 – Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability (*Formerly ASTM A570*)
- E. MSS SP58 - Manufacturers Standardization Society: Pipe Hangers and Supports- Materials, Design, and Manufacture
- F. MSS SP69 - Manufacturers Standardization Society: Pipe Hangers and Supports- Selection and Application
- G. NFPA 13 - Standard for the Installation of Sprinkler Systems

1.3 QUALITY ASSURANCE

- A. Hangers and supports used in fire protection piping systems shall be listed and labeled by Underwriters Laboratories.
- B. Steel pipe hangers and supports shall have the manufacturers name, part number, and applicable size stamped in the part itself for identification.
- C. Hangers and supports shall be designed and manufactured in conformance with MSS SP 58.
- D. Supports for sprinkler piping shall be in conformance with NFPA 13.

1.4 SUBMITTALS

- A. Submit product data on all hanger and support devices, including shields and attachment methods. Product data to include, but not limited to materials, finishes, approvals, load ratings, and dimensional information.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturer: Subject to compliance with these specifications, pipe hanger and support systems shall be as manufactured by Cooper B-Line, Inc. [or engineer approved equal].

2.2 PIPE HANGERS AND SUPPORTS

- A. Hangers
 - 1. Uninsulated pipes 2 inch and smaller:
 - a. Adjustable steel swivel ring (band type) hanger, B-Line B3170.
 - b. Adjustable steel swivel J-hanger, B-Line B3690.
 - c. Malleable iron ring hanger, B-Line B3198R or hinged ring hanger, B3198H.
 - d. Malleable iron split-ring hanger with eye socket, B-Line B3173 with B3222.
 - e. Adjustable steel clevis hanger, B-Line B3104 or B3100.
 - 2. Uninsulated pipes 2-1/2 inch and larger:
 - a. Adjustable steel clevis hanger, B-Line B3100.
 - b. Pipe roll with sockets, B-Line B3114.
 - c. Adjustable steel yoke pipe roll, B-Line B3110.
 - 3. Insulated pipe- Hot or steam piping:
 - a. 2 inch and smaller pipes: use adjustable steel clevis with galvanized sheet metal shield. B-Line B3100 with B3151 series.
 - b. 2-1/2 inch and larger pipes:
 - 1) Adjustable steel yoke pipe roll with pipe covering protection saddle. B-Line B3110 with B3160-B3165 series.
 - 2) Pipe roll with sockets with pipe covering protection saddle, B-Line B3114 with B3160-B3165 series.
 - 4. Insulated pipe- Cold or chilled water piping:
 - a. 5 inch and smaller pipes: use adjustable steel clevis with galvanized sheet metal shield. B-Line B3100 with B3151 series.

b. 6 inch and larger pipes:

- 1) Pipe roll with sockets with pipe covering protection saddle, B-Line B3114 with B3160-B3165 series.
- 2) Adjustable steel yoke pipe roll with pipe covering protection saddle. B-Line B3110 with B3160-B3165 series.

B. Pipe Clamps

1. When flexibility in the hanger assembly is required due to horizontal movement, use pipe clamps with weldless eye nuts, B-Line B3140 or B3142 with B3200. For insulated lines use double bolted pipe clamps, B-Line B3144 or B3146 with B3200.

C. Multiple or Trapeze Hanger

1. Trapeze hangers shall be constructed from 12-gauge roll formed ASTM A1011 SS Grade 33 structural steel channel, 1-5/8" inch by 1-5/8" inch minimum, B-Line B22 strut or stronger as required.
2. Mount pipes to trapeze with 2-piece pipe straps sized for outside diameter of pipe, B-Line B2000 Series.
3. For pipes subjected to axial movement:
 - a. Strut mounted roller support, B-Line B3126. Use pipe protection shield or saddles on insulated lines.
 - b. Strut mounted pipe guide, B-Line B2417.

D. Wall Supports

1. Pipes 4 inch and smaller:
 - a. Carbon steel hook, B-Line B3191.
 - b. Carbon steel J-hanger, B-Line B3690.
2. Pipes larger than 4 inches:
 - a. Welded strut bracket and pipe straps, B-Line B3064 and B2000 series.
 - b. Welded steel brackets, B-Line B3066 or B3067, with roller chair or adjustable steel yoke pipe roll. B-Line B3120 or B3110. Use pipe protection shield or saddles on insulated lines.

E. Floor Supports

1. Hot piping under 6 inch and all cold piping:
 - a. Carbon steel adjustable pipe saddle and nipple attached to steel base stand sized for pipe elevation. B-Line B3093 and B3088T or B3090 and B3088. Pipe saddle shall be screwed or welded to appropriate base stand.

2. Hot piping 6 inch and larger:
 - a. [Adjustable] Roller stand with base plate, B-Line B3117SL [or B3118SL]
 - b. Adjustable roller support and steel support sized for elevation, B-Line B3124
- F. Vertical Supports
 1. Steel riser clamp sized to fit outside diameter of pipe, B-Line B3373.
- G. Copper Tubing Supports
 1. Hangers shall be sized to fit copper tubing outside diameters.
 - a. Adjustable steel swivel ring (band type) hanger, B-Line B3170CT.
 - b. Malleable iron ring hanger, B-Line B3198RCT or hinged ring hanger B3198HCT.
 - c. Malleable iron split-ring hanger with eye socket, B-Line B3173CT with B3222.
 - d. Adjustable steel clevis hanger, B-Line B3104CT.
 2. For supporting vertical runs use epoxy painted or plastic-coated riser clamps, B-Line B3373CT or B3373CTC.
 3. For supporting copper tube to strut use epoxy painted pipe straps sized for copper tubing, B-Line B2000 series, or plastic inserted vibration isolation clamps, B-Line BVT series.
- H. Plastic Pipe Supports
 1. V-Bottom clevis hanger with galvanized 18-gauge continuous support channel, B-Line B3106 and B3106V, to form a continuous support system for plastic pipe or flexible tubing.
- I. Supplementary Structural Supports
 1. Design and fabricate supports using structural quality steel bolted framing materials as manufactured by Cooper B-Line. Channels shall be roll formed, 12-gauge ASTM A1011 SS Grade 33 steel, 1-5/8 inch by 1-5/8 inch or greater as required by loading conditions. Submit designs for pipe tunnels, pipe galleries, etc., to engineer for approval. Use clamps and fittings designed for use with the strut system.

2.4 UPPER ATTACHMENTS

- A. Beam Clamps
 1. Beam clamps shall be used where piping is to be suspended from building steel. Clamp type shall be selected on the basis of load to be supported, and load configuration.
 2. C-Clamps shall have locknuts and cup point set screws, B-Line B351L, or B3036L. Top flange c-clamps shall be used when attaching a hanger rod to the top flange of structural shapes, B-Line B3034 or B3033. Refer to manufacturer's recommendation for setscrew torque. Retaining straps shall be used to maintain the clamps position on the beam where required.
 3. Center loaded beam clamps shall be used where specified. Steel clamps shall be B-Line B3050, or B3055. Malleable iron or forged steel beam clamps with cross bolt shall be B-Line B3054 or B3291-B3297 Series as required to fit beams.
- B. Concrete Inserts

1. Cast in place spot concrete inserts shall be used where applicable; either steel or malleable iron body, B-Line B2500 or B3014. Spot inserts shall allow for lateral adjustment and have means for attachment to forms. Select inserts to suit threaded hanger rod sizes, B-Line N2500 or B3014N series.
2. Continuous concrete inserts shall be used where applicable. Channels shall be 12 gauge, ASTM A1011 SS Grade 33 structural quality carbon steel, complete with styrofoam inserts and end caps with nail holes for attachment to forms. The continuous concrete insert shall have a load rating of 2,000 lbs/ft. in concrete, B-Line B22I, 32I, or 52I. Select channel nuts suitable for strut and rod sizes.

2.5 VIBRATION ISOLATION AND SUPPORTS

- A. For refrigeration, air conditioning, hydraulic, pneumatic, and other vibrating system applications, use a clamp that has a vibration dampening insert and a nylon inserted locknut. For copper and steel tubing use B-Line BVT series Vibraclamps, for pipe sizes use BVP series.
- B. For larger tubing or piping subjected to vibration, use neoprene or spring hangers as required.
- C. For base mounted equipment use vibration pads, molded neoprene mounts, or spring mounts as required.
- D. Vibration isolation products as manufactured by B-Line, Vibratrol systems.

2.6 ACCESSORIES

- A. Hanger Rods shall be threaded both ends, or continuous threaded rods of circular cross section. Use adjusting locknuts at upper attachments and hangers. No wire, chain, or perforated straps are allowed.
- B. Shields shall be 180-degree galvanized sheet metal, 12-inch minimum length, 18-gauge minimum thickness, designed to match outside diameter of the insulated pipe, B-Line B3151.
- C. Pipe protection saddles shall be formed from carbon steel, 1/8-inch minimum thickness, sized for insulation thickness. Saddles for pipe sizes greater than 12 inch shall have a center support rib.

2.7 FINISHES

- A. Indoor Finishes
 1. Hangers and clamps for support of bare copper piping shall be coated with copper colored epoxy paint, B-Line Dura-Copper®. Additional PVC coating of the epoxy painted hanger shall be used where necessary.
 2. Hangers for other than bare copper pipe shall be zinc plated in accordance with ASTM B633 OR shall have an electro-deposited green epoxy finish, B-Line Dura-Green®.
 3. Strut channels shall be pre-galvanized in accordance with ASTM A653 SS Grade 33 G90 OR have an electro-deposited green epoxy finish, B-Line Dura-Green®.
- B. Outdoor and Corrosive Area Finishes

1. Hangers and strut located outdoors shall be hot dip galvanized after fabrication in accordance with ASTM A123. All hanger hardware shall be hot dip galvanized or stainless steel. Zinc plated hardware is not acceptable for outdoor or corrosive use.
2. Hangers and strut located in corrosive areas shall be type 304 [316] stainless steel with stainless steel hardware.

PART 3 EXECUTION

3.1 PIPE HANGERS AND SUPPORTS

- A. Pipe shall be adequately supported by pipe hanger and supports specified in PART 2 PRODUCTS. Hangers for insulated pipes shall be sized to accommodate insulation thickness.
- B. Horizontal steel piping shall be supported in accordance with MSS SP-69 Tables 3 and 4, excerpts of which follow below:

HORIZONTAL STEEL PIPING		
NOMINAL PIPE SIZE (INCHES)	ROD DIAMETER (INCHES)	MAXIMUM SPACING (FEET)
1/2 to 1-1/4	3/8	7
1-1/2	3/8	9
2	3/8	10
2-1/2	1/2	11
3	1/2	12
3-1/2	1/2	13
4	5/8	14
5	5/8	16
6	3/4	17
8	3/4	19
10	7/8	22
12	7/8	23
14	1	25
16	1	27

- C. Horizontal copper tubing shall be supported in accordance with MSS SP-69 Tables 3 and 4, excerpts of which follow below:

HORIZONTAL COPPER TUBING		
NOMINAL PIPE SIZE (INCHES)	ROD DIAMETER (INCHES)	MAXIMUM SPACING (FEET)
1/2 to 3/4	3/8	5
1	3/8	6
1-1/4	3/8	7
1-1/2	3/8	8
2	3/8	8
2-1/2	1/2	9
3	1/2	10
3-1/2	1/2	11
4	1/2	12
5	1/2	13
6	5/8	14
8	3/4	16

- D. Provide means of preventing dissimilar metal contact such as plastic coated hangers, copper colored epoxy paint, or non adhesive isolation tape- B-Line Iso-pipe. Galvanized felt isolators sized for copper tubing may also be used, B-Line B3195CT.
- E. Support horizontal cast iron pipe adjacent to each hub, with 5 feet maximum spacing between hangers.
- F. Install hangers to provide a minimum of 1/2 inch space between finished covering and adjacent work.
- G. Place a hanger within 12 inches of each horizontal elbow.
- H. Support vertical piping independently of connected horizontal piping. Support vertical pipes at every [other] floor. Wherever possible, locate riser clamps directly below pipe couplings or shear lugs.
- I. Where several pipes can be installed in parallel and at the same elevation, provide trapeze hangers as specified in section 2.2 C. Trapeze hangers shall be spaced according to the smallest pipe size, or install intermediate supports according to schedule in section 3.1B.
- J. Do not support piping from other pipes, ductwork or other equipment that is not building structure.

3.2 CONCRETE INSERTS

- A. Provide inserts for placement in formwork before concrete is poured.
- B. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
- C. Where concrete slabs form finished ceilings, provide inserts to be flush with slab surface.
- D. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inch.

END OF SECTION

SECTION 230590
HVAC TESTING, ADJUSTING AND BALANCING REQUIREMENTS

PART 1 - GENERAL

1.1 PROVISIONS

- A. Requirements of General Requirements, Submittal Procedures, Quality Requirements, Product Requirements, Substitution Procedures, Operation and Maintenance Data, Demonstration and Training shall apply to all work under this section.
- B. Throughout the specifications, types of materials may be specified by manufacturer's name and catalogue number in order to establish standards of quality and performance and not for the purpose of limiting competition. Alternate methods and/or materials may be submitted to the Architect for consideration . Those judged to be equal to that specified, will receive written approval.

1.2 DESCRIPTION

- A. Work covered by this Section includes furnishing of and paying for all materials, labor, services, equipment, licenses, taxes, other items, and appliances necessary for the execution, installation and completion of all work specified herein and/or shown on the drawings.
- B. The work described in this section of the specifications includes, but is not limited to, the following:
 - 1. Contractor shall provide air balance report for the existing (as-built) conditions for all HVAC air and water distribution systems serving the third, fourth and sixth floors which will be affected by the renovation project. Report shall include existing equipment and performance data. Equipment, duct and piping layouts shown on drawings are from best available information. Contractor shall field verify actual conditions and submit updated electronic drawings, with TAB report, which identify discrepancies from the contract documents.
 - 2. Replacement of all sheaves and belts for equipment listed in the Lab Exhaust Fan Schedule (Existing) and in the Air Handling Unit Schedule (Existing) after the Pre- Demolition / Pre-Construction conditions are measured and the findings have been assessed by the Architect.
 - 3. Testing, adjusting and balancing of new and existing HVAC systems and equipment to demonstrate proper operation.

1.3 SUBMITTALS

- A. Submit Air Balance data.

1.4 COORDINATION

- A. Advise Architect of scheduled systems testing and completed system demonstration/operation schedules so that he may witness, if desired.

1.5 QUALITY ASSURANCE

- A. The TAB (Testing and Balancing) contract shall be between the Contractor and the TAB firm.
- B. All TAB deficiencies shall be corrected when found. Any deficiencies that are (for whatever reason) not corrected immediately shall be shown in the TAB report and listed on a summary sheet in the front of the TAB report. The TAB report must be completed and accepted by the Architect before the project is accepted and all items on the summary sheet shall become punch list items with dollar values assigned to them.

- C. TAB firms shall be certified by either the AABC (Associated Air Balance Council) or the NEBB (National Environmental Balancing Bureau).
- D. At the time of final inspection, the TAB agency may be required to recheck, in the presence of the Owner's representative, specific and random selections of data, air quantities, and air motion recorded in the certified report. Points and areas for recheck shall be selected by the owner's representative. Measurements and test procedures shall be the same as approved for the initial work for the certified report. Selections for recheck, specific plus random, shall not exceed 10% of the total number tabulated in the report.
- E. Shop drawings must be provided to the TAB firm no later than 30 days after the final, approved shop drawings have been returned by the Architect to the Contractor.
- F. Coordination between the TAB firm and the Contractor shall be left strictly to those parties.
- G. The Contractor shall conduct pressure tests of supply, return, outside air and exhaust ductwork to quantify the leakage rate of the installed systems. Unless otherwise noted, duct sealing and leakage tests shall be conducted to meet or exceed the minimum requirements per ANSI/ASHRAE/IESNA Standard 90.1-2007, Section 6.4.4.2 "Ducts and Plenum Leakage". Ductwork shall be fabricated and installed in accordance with SMACNA standards.

DUCT SEAL AND LEAKAGE CLASSES		
	Duct Pressure Classification (Rated Static Pressure)	
	less than 3 in.w.g.	3 in.w.g. and above
Required Seal Class	B	A
Required Sealing	All traverse joints and longitudinal seams.	All traverse joints, longitudinal seams and duct wall penetrations
Required Leakage Class Rectangular Metal	6	6
Required Leakage Class Round Metal	3	3

- H. Fire and smoke damper testing shall be done by the Contractor and witnessed by the TAB firm.

PART 2 - PRODUCTS

2.1 INSTRUMENTS

- A. All instruments used by the Air Balancer shall be accurately calibrated within the past calendar year and maintained in good working order.

PART 3 - EXECUTION

3.1 TESTING – GENERAL

- A. Test existing systems and equipment installed to demonstrate proper operation.
- B. Test new systems and equipment installed to demonstrate proper operation.
- C. Submit notices of readiness for testing to Architect and other appropriate people.
- D. Correct and retest work found defective when tested.
- E. Make repairs to air and water systems with new materials. Peening, doping or caulking of joints or holes will not be acceptable.

3.2 AIR SYSTEMS AND AIR DISTRIBUTION TEST AND BALANCE

- A. Perform HVAC system test and balance in accordance with standard practice accepted by local codes.

3.3 CONDENSATE DRAIN PIPING

- A. Test plug opening to permit system to be filled with water to drain pan level. System shall hold water for four hours with no drop in water level.

3.4 RECORDS OF TESTING

- A. Maintain records of system testing and results thereof. Deliver to Architect as part of the maintenance and operation manual.

END OF SECTION

SECTION 230593
HVAC TESTING, ADJUSTING AND BALANCING PROCEDURES

PART 1 - GENERAL

1.1 PROVISIONS

- A. Requirements of General Requirements, Submittal Procedures, Quality Requirements, Product Requirements, Substitution Procedures, Operation and Maintenance Data, Demonstration and Training shall apply to all work under this section.
- B. Throughout the specifications, types of materials may be specified by manufacturer's name and catalogue number in order to establish standards of quality and performance and not for the purpose of limiting competition. Those judged to be equal to that specified, will receive written approval. The testing agency shall be certified by either AABC or NEBB.

1.2 DESCRIPTION

- A. Work covered by this Section includes furnishing of and paying for all materials, labor, services, equipment, licenses, taxes, other items, and appliances necessary for the execution, installation and completion of all work specified herein and/or shown on the drawings.
- B. The work described in this section of the specifications includes but is not limited to the following:
 - 1. Testing and balancing services by an AABC or NEBB certified independent air balance and testing agency to include adjusting and testing of air-moving equipment and air distributing or exhausting systems as herein specified.
 - 2. Air-moving equipment and air distributing or exhausting systems as herein specified.
 - 3. All water coils.

1.3 SUBMITTALS

- A. Submit seven copies of the air balance report to the Engineer for review one week (7 days) after the air balance agency completes the balancing work.
- B. Submit within 15 days after receipt of the contract, 7 copies of submittal data for the testing and balancing of the air conditioning and ventilating systems.
- C. The balance agency shall provide proof of having successfully completed at least five projects of similar size and scope.
- D. Submit all instruments for use on the project.
- E. Submit the test and balance contract to the Engineer for approval within 90 days after the Air Conditioning Contractor has received his contract to proceed with the air conditioning installation to allow the air balance agency to schedule this work in cooperation with other trades involved and comply with the completion date.

1.4 REFERENCE STANDARDS

- A. Published specifications standards, tests or recommended methods of trade, industry or governmental organizations apply to work in this section where cited below:
 - 1. AABC - Associated Air Balance Council.

2. NEBB - National Environmental Balancing Bureau.
3. SMACNA - Sheet Metal and Air Conditioning Contractors National Association, Inc.

1.5 QUALITY ASSURANCE

- A. The testing agency shall be one which specializes in the balancing and testing of heating, ventilating and air conditioning systems.
- B. All work shall be done under direct supervision of a qualified heating and ventilating certified technician employed by the agency. If requested, conduct the tests in the presence of the Engineer and/or his representative.
- C. Follow procedure and use forms established by the AABC.

PART 2 - PRODUCTS

2.1 INSTRUMENTS

- A. All instruments used by this agency shall be accurately calibrated and maintained in good working order. As a minimum the following shall be owned and used by the Balance Contractor:
 1. 4" vane anemometers.
 2. Air velocity gauges.
 3. 10 incline vertical manometers.
 4. Magnehelic gauges.
 5. Sling psychrometers.
 6. Test thermometers.
 7. Ammeters.
 8. A.B. Strobotac.
 9. Four-point temperature analyzers.
 10. Compound test gauges.
 11. Carbon dioxide indicator fyrite.
 12. Smoke bombs.
 13. Two-way radios.
 14. Sound meter with octave bank analyzer.
 15. Flow hoods.
 16. Hot wire anemometers.
 17. Electronic rotating vane anemometers.
 18. Electronic thermometers.
 19. Electronic micromanometer.

PART 3 - EXECUTION

3.1 COORDINATION

- A. Do not begin air or water balance and testing until system has been completed and is in full working order.
- B. Put all heating, ventilating and air conditioning systems and equipment into full operation and continue the operation of same during each working day of testing and balancing.

3.2 BALANCING

- A. Upon completion of the air conditioning system, the air balance agency shall perform the following test, compile the test data, and submit seven (7) copies of the complete test data for forwarding to the Engineer for review and approval, including dates, time, personnel, status of operating of cooling or heating.
- B. Test, Adjust and Balance Procedure - Air Distribution Systems: The air balance agency shall perform the following tests, and balance system in accordance with the following requirements:
 1. Phase I: (As Applicable)
 - a. All supply and return air duct dampers are set at full open position.
 - b. All diffuser and sidewall registers are set at full open position.
 - c. Outside air damper is set at minimum position.
 - d. All controls checked and set for full cooling cycle.
 - e. Branch line splitter dampers are set to open position.
 - f. Set all extractors and distribution grids in wide open positions.
 2. Phase II: (As Applicable)
 - a. Drill all probe holes for static pressure readings, pitot tube traverse readings and temperature readings.
 - b. Check motor electrical current supply and rated running amperage of fan motors.
 - c. Check fan and motor speeds.
 - d. Check available adjustment tolerance.
 3. Phase III: (As Applicable)
 - a. Make first complete air distribution run throughout entire system and record first run statistics.
 - b. Using pitot tube traverse in all main duct, branch duct downstream of VAV terminal units, supply and return, proportion all air in required amounts to the various main duct runs and branch runs.
 - c. Make second complete air distribution run throughout entire system for check on proper proportion of air.
 4. Phase IV: (As Applicable)
 - a. Using pitot tube traverse, set all main line dampers to deliver proper amount of CFM to all areas.
 - b. Using pitot tube traverse, set all branch line dampers to deliver proper amount of CFM to diffusers and sidewall supply grilles in each zone.
 - c. Read CFM at each outlet and adjust to meet requirements.
 - d. Test and record all items to (-5% to +10%).
 5. Phase V: (As Applicable)
 - a. Test and adjust RPM to design requirements.
 - b. Test and record motor full load amperage.
 - c. Make pitot tube traverse of main supply ducts and obtain design CFM at fans.
 - d. Test and record system static pressures, suction and discharge.
 - e. Test and adjust system for design re-circulated air CFM.
 - f. Test and adjust system for design CFM outside air.
 - g. Adjust all main supply and return air ducts to proper design CFM.
 - h. Adjust all zones to proper design CFM supply and return.
 - i. Test and adjust each diffuser, grille and register to within (-5% to 10%) of design requirements.
 - j. In order to avoid negative pressure zones in conditioned spaces to outside ambient pressure conditions, balancing return air grille flow rates in a space should be based on the supply air flow to the space being balanced less the ratio of the

outside air to supply air flow rate on the respective AHU serving the space, times the supply airflow rate of the diffusers in the space.

- k. Each grille, diffuser and register shall be identified with appropriate tag and room location.
- l. Size, type and manufacturer of diffusers, griller registers and all test equipment shall be identified and listed. Manufacturer's ratings on all equipment shall be used for required calculations.
- m. Readings and tests of differs, grilles and registers shall include required FPM velocity and test resultant velocity, required CFM and test resultant CFM after adjustments.
- n. In cooperation with the control manufacturer's representative, set adjustments of automatically operated dampers to operate as specified, indicated and/or noted.
- o. All diffusers, grilles and registers shall be adjusted to minimize drafts in all areas.
- p. As a part of the work of this contract, the mechanical contractor shall make any changes in the pulleys, belts and dampers or the addition5 of dampers required for correct balance as recommended by the air balance agency at no additional cost to owner.

6. Phase VI: (As Applicable)

- a. Provide pressure and temperature profile of all air handling units including return air fans, filters, and coils.

C. Test, Adjust and Balance Procedure - Water Distribution System:

1. Phase I: (As Applicable)

- a. Open all valves to full position, including oil stop valves, Close bypass valves and open return line balancing cocks,
- b. Examine water in system to determine if it has been treated and is clean.
- c. Check pump rotation.
- d. Check expansion tanks to make sure they are not air bound and that the system is full of water.
- e. Check all air vents at high points of water systems to make sure they are installed properly and are operating freely. Make certain all air is removed from circulating system.
- f. Set all temperature controls so that all coils are calling for full cooling. This should close all automatic bypass valves at coil and chillers. To balance hot water coils/ set system to call for full heating.
- g. Check operation of automatic bypass valves.
- h. Check and set operating temperatures of boilers, heat exchangers, and chillers to design requirements.
- i. Complete air balance must have been accomplished before water balance is begun.

2. Phase II: (As Applicable)

- a. Check water temperature at inlet side of cooling and heating coils. Note rise or drop of temperatures from source.
- b. Balance each chilled water coil.
- c. Balance each water flow measuring device off the hot water main at each floor to the total connected load (-5% to +10%).
- d. Balance each hot water end-of-the-run three way value controlled reheat coil to (-5% to +101) (- 10% to 15% of hot coils have 3 way valves).
- e. Upon completion of flow readings and coil adjustments, mark all settings and record all data.

3. Phase III:

- a. Install pressure gauges on each coil, and then read pressure drop through coil at set flow rate on call for full cooling.

- b. Check and record the following items at each cooling and heating element.
 - 1) Inlet water and air temperature.
 - 2) Leaving water and air temperatures.
 - 3) Pressure drop of each coil.
 - 4) All mechanical specifications of pumps.
 - 5) Rated and actual running amperage of pump motor. E. Perform all of the air and water system balancing as specified in this section.

END OF SECTION

**SECTION 230713
DUCT INSULATION**

PART 1 GENERAL

1.1 PROVISIONS

- A. Requirements of Section 01 including, but not limited to, General Requirements, Submittal Procedures, Quality Requirements, Product Requirements, Substitution Procedures, Operation and Maintenance Data, Demonstration and Training shall apply to all work under this section.
- B. Throughout the specifications, types of materials may be specified by manufacturer's name and catalogue number in order to establish standards of quality and performance and not for the purpose of limiting competition.

1.2 DESCRIPTION

- A. Work covered by this Section includes furnishing of and paying for all materials, labor, services, equipment, licenses, taxes, other items, and appliances necessary for the execution, installation and completion of all work specified herein and/or shown on the drawings.
- B. The work described in this section of the specifications includes but is not limited to the following:
 - 1. Thermal resistance "R" values used herein are expressed in units of "Hour/Degrees F/Sq. Ft./Btu per Inch of Thickness" on a flat surface at a mean temperature of 75 degrees F, unless specifically noted.

1.3 APPLICABLE CODES AND STANDARDS

- A. INTERNATIONAL ENERGY CONSERVATION CODE
- B. ASTM E-84.
- C. NFPA 225.
- D. UL 723.
- E. NFPA 90A.

1.4 DEFINITIONS

- A. "Exposed" equipment, ducts are areas which will be visible without removing ceilings or opening access panels. "Concealed" is not "Exposed".

1.5 SUBMITTALS

- A. Submit one (1) copy of all insulating materials for review by the Engineer.

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

- A. CertainTeed, Armstrong, Owens-Corning, Manville.

2.2 CERTIFICATION/QUALITY ASSURANCE

- A. Only products of manufacturers meeting this specification will be approved.
- B. Products shall meet applicable national, model, state and local building codes and be UL (or other recognized testing lab) listed for intended service.
- C. All insulation materials shall be delivered and stored in manufacturer's containers and kept free from dirt, water, chemical, and mechanical damage.
- D. All insulation, adhesives, coatings, sealers, tapes, shall have a flame spread rating of 25 or less and smoke development of 50 or less when tested in accordance with ASTM E-84, NFPA 225, UL 723, and further must meet the requirements of NFPA 90-A where applicable and model and local buildings, plumbing, and mechanical codes.

2.3 DUCTWORK

- A. All supply, return and outside air ductwork outside of mechanical rooms shall be externally insulated with 2-1/5 in. thick, 0.75 pounds per cubic foot, blanket flexible mineral fiber insulation conforming to ASTM C 553, Type 1, Class B-3. Provide insulation with factory applied all-purpose jacket with integral vapor barrier. Additionally, the first 15 feet of supply ductwork from each AHU shall be acoustically lined with 1" thick fiberglass duct liner minimum density of 1 ½ pcf. Exhaust duct that is subject to sweating shall also be externally insulated with 2-1/5 in. thick, 0.75 pounds per cubic foot, blanket flexible mineral fiber insulation conforming to ASTM C 553, Type 1, Class B-3. Provide insulation with factory applied all-purpose jacket with integral vapor barrier. All joints and seams shall be sealed with a UL181 metal tape, minimum 3" wide, approved by the insulation manufacturer. Flame spread/smoke developed rating for all insulation shall not exceed 25/50. Acoustically lined ductwork shall also be externally insulated. The R value refers to the installed thickness and NOT out-of-package. Where rectangular ducts are 20" in width (and length) or greater, duct wrap shall be additionally secured to the all sides of the duct with mechanical fasteners such as pins and speed clip washers, spaced on 18" centers maximum to prevent sagging on insulation. Before applying Duct Wrap, ducts shall be clean, dry and tightly sealed at all joints and seams. Seal all tears and punctures and other penetrations of the duct wrap facing. Owens Corning all service fiber glass duct wrap or approved equal.
- B. All supply, return and outside air and exhaust ductwork inside of mechanical rooms shall be externally insulated with 2 in. thick, 6 pounds per cubic foot, rigid board mineral fiber insulation conforming to ASTM C 612, Type IA or Type IB. Provide insulation with factory applied all-purpose foil jacket with integral vapor barrier. Additionally, the first 15 feet of supply ductwork from each AHU shall be acoustically lined with 1" thick fiberglass duct liner minimum density of 1 ½ pcf. Owens Corning Fiberglas 705 Series or approved equal.
- C. Grease Duct (Type 1) and condensate duct (Type 2):
 - 1. Fire-Rated Blanket: 2 layers 1-1/2" thick each High-temperature, flexible, blanket insulation with FSK jacket that is tested and certified to provide a 2-hour fire rating by UL and acceptable to authority having jurisdiction. Product shall be tested per ASTM E-2336. Provide stainless steel banding and install as per strict manufactures recommendations.
 - 2. Unifrax Corporation; FyreWrap elite 1.5 or approved equal

2.4 AIR DISTRIBUTION DEVICES

- A. Grille, register and diffuser housings and/or plenums, exposed to unconditioned air above ceilings, shall be insulated with 2-1/5 in. thick, 0.75 pounds per cubic foot, blanket flexible mineral fiber insulation conforming to ASTM C 553, Type 1, Class B-3. Provide insulation with factory applied all-purpose jacket with integral vapor barrier. Flame spread/smoke developed rating for all insulation shall not exceed 25/50. The R value refers to the installed thickness and not out-of – package. Before applying insulation, devices shall be clean, dry and tightly sealed at all joints and seams. Seal all tears and punctures and other penetrations of the insulation facing. Owens Corning all service fiber glass wrap or prior approved equal.

PART 3 – EXECUTION

3.1 GENERAL

- A. Insulation shall be applied in a workmanlike manner by experienced, qualified workmen.
- B. Insulation shall not be applied until all pressure testing has been completed, inspected and released for insulation applications. (This does not apply to ductwork acoustical liner.)
- C. All surfaces shall be clean and dry when covering is applied. Covering to be dry when installed and before and during application of any finish, unless such finish requires specifically a wetted surface for application.
- E. All adhesives, cements, and mastics shall be compatible with materials applied and shall not attack materials in either wet or dry state.
- F. Install insulation using professional insulators who have a minimum of 5 years of experience in commercial or industrial projects.
- G. Exposed-to-view insulation shall have a well-tailored appearance.
- H. Insulation end joints to be tightly butted together and the longitudinal seam stapled closed with outward clinch staples, 3" on center. Before stapling, heavily coat the underside of the jacket overlap with vapor barrier adhesive, Childers CP-30 or equal. Locate all longitudinal seams out of sight. Cover end joints with factory furnished, 4" wide vapor barrier striping tapes, heavily coating the underside and secure with vapor barrier adhesive. Seal all ends of pipe insulation with vapor barrier mastic at valves, fittings, flanges, direct hanger contacts and every butt joint of straight run.

END OF SECTION

**SECTION 230719
PIPE INSULATION**

PART 1 GENERAL

1.1 PROVISIONS

- A. Requirements of Section 01 including, but not limited to, General Requirements, Submittal Procedures, Quality Requirements, Product Requirements, Substitution Procedures, Operation and Maintenance Data, Demonstration and Training shall apply to all work under this section.
- B. Throughout the specifications, types of materials may be specified by manufacturer's name and catalogue number in order to establish standards of quality and performance and not for the purpose of limiting competition.

1.2 DESCRIPTION

- A. Work covered by this Section includes furnishing of and paying for all materials, labor, services, equipment, licenses, taxes, other items, and appliances necessary for the execution, installation and completion of all work specified herein and/or shown on the drawings.
- B. The work described in this section of the specifications includes but is not limited to the following:
 - 1. Thermal resistance "R" values used herein are expressed in units of "Hour/Degrees F/Sq. Ft./Btu per Inch of Thickness" on a flat surface at a mean temperature of 75 degrees F, unless specifically noted.

1.3 APPLICABLE CODES AND STANDARDS

- A. INTERNATIONAL ENERGY CONSERVATION CODE
- B. ASTM E-84.
- C. NFPA 225.
- D. UL 723.
- E. NFPA 90A.

1.4 DEFINITIONS

- A. "Exposed" equipment and piping are areas which will be visible without removing ceilings or opening access panels. "Concealed" is not "Exposed".

1.5 SUBMITTALS

- A. Submit one (1) copy of all insulating materials for review by the Engineer.

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

- A. CertainTeed, Armstrong, Owens-Corning, Manville.

2.2 CERTIFICATION/QUALITY ASSURANCE

- A. Only products of manufacturers meeting this specification will be approved.
- B. Products shall meet applicable national, model, state and local building codes and be UL (or other recognized testing lab) listed for intended service.
- C. All insulation materials shall be delivered and stored in manufacturer's containers and kept free from dirt, water, chemical, and mechanical damage.
- D. All insulation, adhesives, coatings, sealers, tapes, shall have a flame spread rating of 25 or less and smoke development of 50 or less when tested in accordance with ASTM E-84, NFPA 225, UL 723, and further must meet the requirements of NFPA 90-A where applicable and model and local buildings, plumbing, and mechanical codes.

2.3 MATERIAL FOR PIPE

- A. Materials for Pipe and Equipment: Provide factory pre-molded or shop or site mitered segment type insulation for pipe, pipe fittings, and valves. Fitting insulation shall be of same thickness and material as adjoining pipe insulation.
- B. All miscellaneous tanks, separators, pumps, supports, exchangers, valves, converters, expansion tanks, etc. shall be completely insulated with the appropriate material as specified below according to the respective mechanical/plumbing system.

2.4 DOMESTIC COLD SUPPLY, HOT SUPPLY AND HOT RETURN WATER PIPING AND EQUIPMENT

- A. Glass Fiber:
 - 1. Provide factory-formed, fiberglass pipe insulated factory-jacketed "system" type similar to Owens-Corning 25 ASJ heavy density, one-piece, dual temperature, pre-molded insulation.
 - 2. Insulate all valves, fittings and flanges with 3-pound density fiberglass insulation to a thickness equal to the adjacent piping insulation and covered with pre-molded 25/50 rated PVC fitting, vapor sealed with Childers CP-30 vapor barrier mastic.
 - 3. Jacket to be fiberglass reinforced kraft paper with aluminum foil.
 - 4. Domestic cold water piping – 1" thick
 - 5. 120°F and 140°F Domestic hot water supply and return – 1" thick
 - 6. Cover all piping, valves, fittings and all miscellaneous devices with .030" thick color coded PVC jacket and pre-molded PVC fittings secured per manufacturer's recommendations.

2.5 HEATING HOT WATER PIPING AND EQUIPMENT

- A. Glass Fiber:
 - 1. Provide factory-formed, fiberglass pipe insulated factory-jacketed "system" type similar to Owens-Corning 25 ASJ heavy density, one-piece, dual temperature, pre-molded insulation.
 - 2. Insulate all valves, fittings and flanges with 3-pound density fiberglass insulation to a thickness equal to the adjacent piping insulation and covered with pre-molded 25/50 rated PVC fitting, vapor sealed with Childers CP-30 vapor barrier mastic.
 - 3. Jacket to be fiberglass reinforced kraft paper with aluminum foil.
 - 4. Insulation thickness, based on insulation having a conductivity range between 0.21 and 0.28 Btu · inch/(h · ft² · °F) and an operating temperature range between 105°F and 140°F, shall be as follows:

- a. 1.5" thick for pipe sizes 1-1/2" diameter and larger b.
1" thick for pipe sizes 1-1/4" diameter and smaller

- B. Cover all piping, valves, fittings and all miscellaneous devices with .030" thick color coded PVC jacket and pre-molded PVC fittings secured per manufacturer's recommendations.

2.6 CHILLED WATER PIPING AND EQUIPMENT

- A. Chilled water piping, valves and fittings shall be insulated with cellular glass, ASTM C552, Type II, Class 2. No substitutes will be considered. Insulation shall be a minimum of 1.5 inches thick for piping 2 inches and smaller, 2 inches thick for pipe sizes 2.5 inches to 4 inches, and 3 inches thick for piping 6 inches and larger.
- B. Provide a factory-applied, all-purpose jacket. Cover all chilled water piping, valves, fittings and all miscellaneous devices with .030" thick color coded PVC jacket and pre-molded PVC fittings secured per manufacturer's recommendations.
- C. Chiller evaporator barrel shall be insulated with cellular glass, ASTM C552, Type II, Class 2. No substitutes will be considered. Insulation shall be a minimum 3 inches thick. Provide a factory-applied, all-purpose jacket. Cover with .030" thick color coded PVC jacket and remolded PVC fittings secured per manufacturer's recommendations.

2.7 CONDENSATE DRAIN

- A. Condensate drain piping shall be insulated with flexible cellular insulation, ASTM C 534, Type I, with a vapor barrier. Thickness shall be a minimum of 1/2 inch.

2.8 REFRIGERANT PIPING AND EQUIPMENT

- A. Refrigerant piping shall be insulated with flexible cellular insulation, ASTM C 534, Type I, with a vapor barrier. Thickness shall be a minimum of 1 inch.
- B. All liquid and suction lines shall be insulated continuously from a point 6" inside the air handling unit to the suction service valve at the compressor.
- C. Piping design must allow for adequate spacing of insulation thickness and cross ventilation around the insulation. Do not crowd the insulation.

2.9 STORM DRAIN

- A. All horizontal storm drain piping up to and including the 5 feet vertical shall be externally insulated with 2 in. thick, 0.75 pounds per cubic foot, blanket flexible mineral fiber insulation conforming to ASTM C 553, Type 1, Class B-3.

2.10 DRAIN PIPING COLLECTING COLD CONDENSATE

- A. Condensate drain piping shall be insulated with flexible cellular insulation, ASTM C 534, Type I, with a vapor barrier. Thickness shall be a minimum of 1/2" inch.

2.11 COLOR IDENTIFICATION OF PIPE AND FITTINGS

- A. All insulated pipe shall utilize 0.030" PVC jacket and fittings shall be pre-molded PVC. The PVC shall utilize the color described below for each utility. If the pipe and fittings are not insulated, the utility shall be painted as per the color described below. Sherwin Williams one coat KEM Prime, and 2 coats Sherwin Williams Dura Plate 235 Industrial or prior approved equal.
1. 120 degree domestic hot water – light red
 2. 140 degree domestic hot water – purple
 3. Domestic cold water – green
 4. Natural gas – yellow
 5. Fire protection – red
 6. Chilled water – blue
 7. Heating hot water – light red
 8. Fuel oil – light yellow

PART 3 – EXECUTION

3.1 GENERAL

- A. Insulation shall be applied in a workmanlike manner by experienced, qualified workmen.
- B. Insulation shall not be applied until all pressure testing has been completed, inspected and released for insulation applications.
- C. No pipe insulation shall be cut where a hanger is located. If hangers have been installed which violates this strict requirement notify the Engineer immediately.
- D. All surfaces shall be clean and dry when covering is applied. Covering to be dry when installed and before and during application of any finish, unless such finish requires specifically a wetted surface for application.
- E. All adhesives, cements, and mastics shall be compatible with materials applied and shall not attack materials in either wet or dry state.
- F. Install insulation using professional insulators who have a minimum of 5 years of experience in commercial or industrial projects.
- G. Exposed-to-view insulation shall have a well-tailored appearance.
- H. Install refrigeration piping insulation in accordance with ASTM C1710 and manufacturer installation recommendations.
- I. Insulation end joints to be tightly butted together and the longitudinal seam stapled closed with outward clinch staples, 3" on center. Before stapling, heavily coat the underside of the jacket overlap with vapor barrier adhesive, Childers CP-30 or equal. Locate all longitudinal seams out of sight. Cover end joints with factory furnished, 4" wide vapor barrier striping tapes, heavily coating the underside and secure with vapor barrier adhesive. Seal all ends of pipe insulation with vapor barrier mastic at valves, fittings, flanges, direct hanger contacts and every butt joint of straight run.
- J. Valves, Fittings and Flanges: Insulate all valves, fittings and flanges with 3-pound density, flexible fiberglass insulation to a thickness equal to the adjacent piping insulation and covered with pre-molded 25/50 rated PVC fittings, vapor sealed with Childers CP-30 vapor barrier mastic.

- K. Hangers and Rollers: At hangers and rollers where the pipe is supported by the insulation, the Insulation Contractor shall install an insert section of wood cellular glass or calcium silicate on all piping 3" diameter and larger inside the vapor barrier. The length of insert section shall not be less than 12" for all piping through 8" and 18" on pipe size 10" and over. Coat the insert section with vapor barrier mastic to provide an effective vapor seal. Provide a protective shield covering of 18 gauge for piping 6" and smaller and 16 gauge for 8" and larger, galvanized steel placed centrally between the insert section of all hangers and rollers. Shield shall cover half of the insulation and have a length of not less than 12" on pipe sizes up to 8" and 18" on pipe sizes 10" and over.
- L. Insulate and weather protect all valves and fittings.

END OF SECTION

SECTION 232300 REFRIGERANT PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes refrigerant piping used for air-conditioning applications.

1.2 SUBMITTALS

- A. Product Data: For each type of valve and refrigerant piping specialty indicated. Include pressure drop based on manufacturer's test data.
- B. Shop Drawings: Show layout of refrigerant piping and specialties, including pipe, tube, and fitting sizes, flow capacities, valve arrangements and locations, slopes of horizontal runs, oil traps, double risers, wall and floor penetrations, and equipment connection details. Show interface and spatial relationships between piping and equipment.
 - 1. Refrigerant piping indicated on Drawings is schematic only. Size piping and design actual piping layout, including oil traps, double risers, specialties, and pipe and tube sizes to accommodate, as a minimum, equipment provided, elevation difference between compressor and evaporator, and length of piping to ensure proper operation and compliance with warranties of connected equipment.
- C. Field quality-control test reports.
- D. Operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Comply with ASHRAE 15 (latest edition), "Safety Code for Refrigeration Systems."
- B. Comply with ASME B31.5 (latest edition), "Refrigeration Piping & Heat Transfer Components."
- C. UL 207 Refrigerant Containing Components and Accessories.

1.4 PRODUCT STORAGE AND HANDLING

- A. Store piping in a clean and protected area with end caps in place to ensure that piping interior and exterior are clean when installed.

1.5 INSTALLATION

- A. Provide filter/dryer assemblies, moisture indicators, thermal expansion valve and solenoid valves for each refrigeration circuit.

- B. Pressure test refrigerant piping system at 300 psi for high side and 150 psi for low side. Maintain pressure for a minimum of 24 hours.
- C. Leak test piping and joints with an electronic or halide leak detector.
- D. Evacuate entire system with an approved high vacuum pump system to 500 microns.

PART 2 - PRODUCTS

2.1 COPPER TUBE AND FITTINGS

- A. Copper Tube: ASTM B 280, Type ACR.
- B. Wrought-Copper Fittings: ASME B16.22.
- C. Wrought-Copper Unions: ASME B16.22.
- D. Brazing Filler Metals: AWS A5.8.

2.2 VALVES AND SPECIALTIES

- A. To be per Manufacturer's instructions including but not limited to the following:
 - 1. Moisture/Liquid Indicators:
 - 2. Replaceable-Core Filter Dryers: Comply with ARI 730.
 - 3. Permanent Filter Dryers: Comply with ARI 730.
 - 4. Liquid Accumulators: Comply with ARI 495.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. Suction Lines, Hot Gas and Liquid Lines All Sizes to be Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.
- B. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with brazed joints.

3.2 VALVE AND SPECIALTY APPLICATIONS

- A. Install all valves and specialties per manufacturer's instructions.

3.3 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems; indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Shop Drawings.

- B. Install refrigerant piping according to ASHRAE 15.
- C. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping adjacent to machines to allow service and maintenance.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Select system components with pressure rating equal to or greater than system operating pressure.
- J. Refer to Division 23 Sections "Instrumentation and Control for HVAC" and "Sequence of Operations for HVAC Controls" for solenoid valve controllers, control wiring, and sequence of operation.
- K. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- L. Arrange piping to allow inspection and service of refrigeration equipment. Install valves and specialties in accessible locations to allow for service and inspection. Install access doors or panels as specified in Division 08 Section "Access Doors and Frames" if valves or equipment requiring maintenance is concealed behind finished surfaces.
- M. Install refrigerant piping in rigid or flexible conduit in locations where exposed to mechanical injury.
- N. Slope refrigerant piping as follows:
 - 1. Install horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
 - 2. Install horizontal suction lines with a uniform slope downward to compressor.
 - 3. Install traps and double risers to entrain oil in vertical runs.
 - 4. Liquid lines may be installed level.
- O. When brazing, remove solenoid-valve coils and sight glasses; also remove valve stems, seats, and packing, and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.
- P. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation. Insulate suction lines with 1.5" of flexible elastomeric insulation, and weather-proof same outdoors with two coats of insulation manufacturer's weather-proofing coating. Refer to Section 230719 for further general requirements pertaining to pipe insulation.

- Q. Identify refrigerant piping and valves according to Division 23 Section "Identification for HVAC Piping and Equipment."
- R. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in applicable Division 23 Section. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in applicable Division 23 Section. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in applicable Division 23 Section.

3.4 PIPE JOINT CONSTRUCTION

- A. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," Chapter "Pipe and Tube."

3.5 HANGERS AND SUPPORTS

- A. Hanger, support, and anchor products are specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment."
- B. Install the following pipe attachments:
 - 1. Adjustable steel clevis hangers for individual horizontal runs less than 20 feet long.
 - 2. Roller hangers and spring hangers for individual horizontal runs 20 feet or longer.
 - 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet or longer, supported on a trapeze.
 - 4. Spring hangers to support vertical runs.
 - 5. Copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
- C. Install hangers for copper tubing with the following maximum spacing and minimum rod sizes:
 - 1. NPS 1/2: Maximum span, 60 inches; minimum rod size, 1/4 inch.
 - 2. NPS 5/8: Maximum span, 60 inches; minimum rod size, 1/4 inch.
 - 3. NPS 1: Maximum span, 72 inches; minimum rod size, 1/4 inch.
 - 4. NPS 1-1/4: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 5. NPS 1-1/2: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 6. NPS 2: Maximum span, 96 inches; minimum rod size, 3/8 inch.
- D. Support multi-floor vertical runs at least at each floor.

3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
- B. Piping shall be evacuated, tested, adjusted, and charged in strict accordance with the equipment manufacturer's instructions.

END OF SECTION

**SECTION 233113
METAL DUCTWORK**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes metal, rectangular ducts and fittings for supply, return, outside, and exhaust air-distribution systems in pressure classes from minus (-) 2.0 to plus (+) 10.0 inches w.g. Metal ducts include the following:
 - 1. Rectangular ducts and fittings.
 - 2. Double-wall, round, and flat-oval spiral-seam ducts and formed fittings.
 - 3. Duct liner.
- B. Pittsburgh seams shall be the only acceptable seam type. Button punch is not acceptable.

1.2 SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details for metal ducts including, but not limited to:
 - 1. Penetrations through fire-rated and other partitions.
 - 2. Duct layout indicating sizes and pressure classes.
 - 3. Elevations of top and bottom of ducts
 - 4. Dimensions of main duct runs from building grid lines
 - 5. Seam and joint construction
 - 6. Duct accessories, including access doors and panels.
 - 7. Hangers and supports, including methods for duct and building attachment, vibration isolation, and seismic restraints.

1.3 QUALITY ASSURANCE

- A. Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods, unless otherwise indicated.
- B. NFPA Compliance:
 - 1. NFPA 90A, "Installation of Air Conditioning and Ventilating Systems."
 - 2. NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

PARTS 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 SHEET METAL MATERIALS

- A. Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods, unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Lock-forming quality; complying with ASTM A 653/A 653/M and having G90 (Z275) coating designation. Ductwork that is exposed to view shall have mill-phosphatized finish for enhanced paint adhesion and corrosion resistance.
- C. Stainless Sheet Steel: Lock-forming quality; complying with ASTM A 167/A 480 and having No. 2D finish- cold-rolled, dull finish; ducts shall have a No. 4 finish for surfaces exposed to view.
- D. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts.
- E. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.
- F. Fire-resistance-rated through penetrations: Unless otherwise noted, all ductwork penetrating fire-resistance-rated wall assemblies shall have a minimum wall thickness of 0.0187-inch (26 gauge).

2.3 SEALANT MATERIALS

- A. Joint and Seam Tape: 2 inches wide; glass-fiber-reinforced fabric.
- B. Tape Sealing System: Woven-fiber tape impregnated with gypsum mineral compound and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
- C. Water-Based Joint and Seam Sealant: Flexible, adhesive sealant, resistant to UV light when cured, UL 723 listed, and complying with NFPA requirements for Class 1 ducts.
- D. Solvent-Based Joint and Seam Sealant: One-part, nonsag, solvent-release-curing, polymerized butyl sealant formulated with a minimum of 75 percent solids.
- E. Flanged Joint Mastic: One-part, acid-curing, silicone, elastomeric joint sealant complying with ASTM C 920, Type S, Grade NS, Class 25, Use O.
- F. Flange Gaskets: Butyl rubber or EPDM polymer with polyisobutylene plasticizer.

2.4 HANGERS AND SUPPORTS

- A. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
 - 1. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.

2. Exception: Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
- B. Hanger Materials: Galvanized sheet steel or threaded steel rod.
1. Hangers Installed in Corrosive Atmospheres: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
 2. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for steel sheet width and thickness and for steel rod diameters.
- C. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- D. Trapeze and Riser Supports: Galvanized-steel shapes and plates complying with ASTM A 36/A 36M.

2.5 RECTANGULAR DUCT FABRICATION

- A. Fabricate ducts, elbows, transitions, offsets, branch connections, and other construction according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" and complying with requirements for metal thickness, reinforcing types and intervals, tie-rod applications, and joint types and intervals.
1. Lengths: Fabricate rectangular ducts in lengths appropriate to reinforcement and rigidity class required for pressure class.
 2. Deflection: Duct systems shall not exceed deflection limits according to SMACNA's "HVAC Duct Construction Standards-Metal and Flexible."
- B. Transverse Joints: Prefabricated slide-on joints and components constructed using manufacturer's guidelines for material thickness, reinforcement size and spacing, and joint reinforcement.
1. Manufacturers:
 - a. Ductmate Industries, Inc.
 - b. Ward Industries, Inc.
 2. Longitudinal Seams: Pittsburgh lock sealed with noncuring polymer sealant.
- C. Formed-On Flanges: Construct according to SMACNA's "HVAC Duct Construction Standards-- Metal and Flexible," Figure 1-4, using corner, bolt, cleat, and gasket details.
1. Manufacturers:
 - a. Ductmate Industries, Inc.
 - b. Lockformer.
 - c. TDF/TDC
 2. Longitudinal Seams: Pittsburgh lock sealed with non-curing polymer sealant.
- D. Cross Breaking or Cross Beading: Cross break or cross bead duct sides 19 inches and larger and 0.0359 inch thick or less, with more than 10 sq. ft. of non-braced panel area unless ducts are lined.

2.6 ROUND AND FLAT-OVAL DUCT AND FITTING FABRICATION

- A. Diameter as applied to flat-oval ducts in this Article is the diameter of a round duct with a circumference equal to the perimeter of a given size of flat-oval duct.
- B. Round, Longitudinal and Spiral Lock Seam Ducts: Unless otherwise noted, fabricate supply ducts of galvanized steel according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible." and complying with requirements for metal thickness, reinforcing types and intervals, tie-rod applications, and joint types and intervals. Use the following metal thickness for pressure classes from minus 2 to plus 10-inch w.g.:
 - 1. Ducts 3 to 16 Inches in Diameter: 24 ga.
 - 2. Ducts 17 to 48 Inches in Diameter: 22 ga.
 - 3. Ducts 49 to 84 Inches in Diameter: 20 ga.
- C. Flat-Oval, Longitudinal and Spiral Lock Seam Ducts: Unless otherwise noted, fabricate ducts of galvanized steel according to SMACNA's "HVAC Duct Construction Standards--Metal and Flexible." and complying with requirements for metal thickness, reinforcing types and intervals, tie-rod applications, and joint types and intervals. Fabricate ducts larger than 72 inches in diameter with butt-welded longitudinal seams. Use the following metal thickness for pressure classes from minus 2 to plus 10-inch w.g.:
 - 1. Ducts 3 to 16 Inches in Diameter: 24 ga.
 - 2. Ducts 17 to 48 Inches in Diameter: 22 ga.
 - 3. Ducts 49 to 84 Inches in Diameter: 20 ga.
- D. Manufacturers:
 - 1. Lindab Inc.
 - 2. McGill AirFlow Corporation
 - 3. SEMCO Incorporated
 - 4. Spiral Pipe of Texas
- E. Duct Joints:
 - 1. Ducts up to 20 inches in diameter: Interior, center-beaded slip coupling, sealed before and after fastening, attached with sheet metal screws.
 - 2. Ducts 21 to 72 inches in diameter: Three-piece, gasketed, flanged joint consisting of two internal flanges with sealant and one external closure band with gasket.
 - 3. Ducts larger than 72 inches in diameter: Companion angle flanged joints per SMACNA "HVAC Duct Construction Standards--Metal and Flexible," Figure 3-2.
 - 4. Round Ducts: Prefabricated connection system consisting of double-lipped, EPDM rubber gasket. Manufacture ducts according to connection system manufacturer's tolerances.
 - a. Manufacturers:
 - 1) Lindab, Inc.
 - 2) Ductmate Industries, Inc.
 - 3) WARD Industries

5. Flat-Oval Ducts: Prefabricated connection system consisting of two flanges and one synthetic rubber gasket.
 - a. Manufacturers:
 - 1) McGill AirFlow Corporation.
 - 2) Ductmate Industries, Inc.
 - 3) SEMCO Incorporated.
 - 4) WARD Industries
- F. 90-Degree Tees and Laterals and Conical Tees: Fabricate to comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible," with metal thicknesses specified for longitudinal-seam straight ducts.
- G. Diverging-Flow Fittings: Fabricate with reduced entrance to branch taps and with no excess material projecting from fitting onto branch tap entrance.
- H. Fabricate elbows using die-formed, gored, pleated, or mitered construction. Bend radius of die-formed, gored, and pleated elbows shall be 1.5 times duct diameter. Unless elbow construction type is indicated, fabricate elbows as follows:
 1. Mitered-Elbow Radius and Number of Pieces: Welded construction complying with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible," unless otherwise indicated.
 2. Round Mitered Elbows: Welded construction with the following metal thickness for pressure classes from minus 2 to plus 10-inch w.g.:
 - a. Ducts 3 to 16 Inches in Diameter: 24 ga.
 - b. Ducts 17 to 48 Inches in Diameter: 22 ga.
 - c. Ducts 49 to 84 Inches in Diameter: 20ga.
 3. Flat-Oval Mitered elbows: Welded construction with same metal thickness as longitudinal-seam flat-oval duct.
 4. 90-Degree, 2-Piece, Mitered Elbows: Use only for supply systems or for material-handling Class A or B exhaust systems and only where space restrictions do not permit using radius elbows. Fabricate with single-thickness turning vanes.
 5. Round elbows 8 Inches and Less in Diameter: Fabricate die-formed elbows for 45- and 90-degree elbows and pleated elbows for 30, 45, 60, and 90 degrees only. Fabricate nonstandard bend-angle configurations or nonstandard diameter elbows with gored construction.
 6. Round elbows 9 through 14 Inches in Diameter: Fabricate gored or pleated elbows for 30, 45, 60, and 90 degrees unless space restrictions require mitered elbows. Fabricate nonstandard bend-angle configurations or nonstandard diameter elbows with gored construction.
 7. Round elbows larger than 14 Inches in Diameter and All Flat-Oval Elbows: Fabricate gored elbows unless space restrictions require mitered elbows.
 8. Die-Formed Elbows for Sizes through 8 Inches in Diameter and All Pressures 0.040 inch (20ga.) thick with 2-piece welded construction.
 9. Round Gored-Elbow Metal Thickness: Same as non-elbow fittings specified above.
 10. Flat-Oval Elbow Metal Thickness: Same as longitudinal-seam flat-oval duct specified above.

2.7 DOUBLE-WALL DUCT AND FITTING FABRICATION

- A. Manufacturers:
 - 1. Lindab, Inc.
 - 2. McGill AirFlow Corporation.
 - 3. SEMCO Incorporated.
- B. Ducts: Fabricate double-wall (insulated) ducts with an outer shell and an inner duct. Dimensions indicated are for inner ducts.
 - 1. Outer Shell: Base metal thickness on outer-shell dimensions. Fabricate outer-shell lengths 2 inches longer than inner duct and insulation and in metal thickness specified for single-wall duct.
 - 2. Solid Inner Ducts: Use the following sheet metal thicknesses and seam construction:
 - a. Ducts 3 to 16 Inches in Diameter: 24 ga. with standard spiral-seam construction.
 - b. Ducts 17 to 48 Inches in Diameter: 22 ga. with single-rib spiral-seam construction.
 - c. Ducts 49 to 84 Inches in Diameter: 20 ga. with single-rib spiral-seam construction.
 - 3. Maintain concentricity of inner duct to outer shell by mechanical means. Prevent dislocation of insulation by mechanical means.
- C. Fittings for pressure classes from minus 2- to plus 10-inch w.g.: Fabricate double-wall (insulated) fittings with an outer shell and an inner duct.
 - 1. Solid Inner Ducts: Use the following sheet metal thicknesses:
 - a. Ducts 3 to 16 Inches in Diameter: 24 ga.
 - b. Ducts 17 to 48 Inches in Diameter: 22 ga.
 - c. Ducts 49 to 84 Inches in Diameter: 20 ga.

PART 3 - EXECUTION

3.1 DUCT APPLICATIONS

- A. Static-Pressure Classes: Unless otherwise indicated, construct ducts according to the following:
 - 1. All Supply and Return Air Ducts: 3-inch w.g.
 - 2. Outside Air Ducts (Negative Pressure): 3-inch w.g.
 - 3. Exhaust Ducts (Negative Pressure): 3-inch w.g.
 - 4. Combustion Air Ducts: 4-inch w.g.

3.2 DUCT INSTALLATION

- A. Construct and install ducts according to SMACNA's "HVAC Duct Construction Standards-Metal and Flexible," unless otherwise indicated.
- B. Install ducts with fewest possible joints.
- C. Install fabricated fittings for changes in directions, size, and shape and for connections.

- D. Install couplings tight to duct wall surface with a minimum of projections into duct. Secure couplings with sheet metal screws. Install screws at intervals of e , with a minimum of 3 screws in each coupling.
- E. Install ducts, unless otherwise indicated, vertically and horizontally and parallel and perpendicular to building lines; avoid diagonal runs.
- F. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- G. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.
- H. Conceal ducts from view in finished spaces. Do not encase horizontal runs in solid partitions unless specifically indicated.
- I. Coordinate layout with suspended ceiling, fire- and smoke-control dampers, lighting layouts, and similar finished work.
- J. Seal all joints and seams. Apply sealant to male end connectors before insertion, and afterward to cover entire joint and sheet metal screws.
- K. Electrical Equipment Spaces: Route ducts to avoid passing through transformer vaults and electrical equipment spaces and enclosures.
- L. Non-Fire-Rated Partition Penetrations: Where ducts pass through interior partitions and exterior walls and are exposed to view, conceal spaces between construction openings and ducts or duct insulation with sheet metal flanges of same metal thickness as ducts. Overlap openings on 4 sides by at least 1-1/2 inches.
- M. Fire-Rated Partition Penetrations: Where ducts pass through interior partitions and exterior walls, install appropriately rated fire dampers, sleeves, and firestopping sealant.
- N. Protect duct interiors from the elements and foreign materials until building is enclosed. Follow SMACNA's "Duct Cleanliness for New Construction."

3.3 SEAM AND JOINT SEALING

- A. Seal duct seams and joints according to SMACNA's "HVAC Duct Construction Standards-- Metal and Flexible" for duct pressure class indicated.
 - 1. Seal all transverse joints and seams.
- B. Seal ducts before external insulation is applied.

3.4 HANGING AND SUPPORTING

- A. Support horizontal ducts within 24 inches of each elbow and within 48 inches of each branch intersection.
- B. Support vertical ducts at maximum intervals of 10 feet and at each floor.
- C. Install upper attachments to structures with an allowable load not exceeding one-fourth of failure (proof-test) load.

- D. Install concrete inserts before placing concrete.
- E. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
 - 1. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.

3.5 CONNECTIONS

- A. Make connections to equipment with flexible connectors.
- B. Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.6 FIELD QUALITY CONTROL

- A. Leakage Tests: Conduct duct leakage test in accordance with SMACNA HVAC Air Duct Leakage Test Manual. Repair leaks and repeat tests until total leakage is less than 3% unless otherwise noted.
- B. General
 - 1. Ductwork pressure tests shall be observed by Architect prior to installation of insulation.
 - 2. Ductwork systems constructed to 3" W.G. pressure class and higher shall be tested in their entirety for leaks.
 - 3. All new and existing supply and exhaust ductwork, excluding ductwork located within shafts, shall be leak tested. If test pressure and leakage requirements are not met, repairs and sealing shall be done with sheet metal, tape, sealant or a combination thereof. Testing shall include removal and replacement of existing duct insulation as necessary.
 - 4. Test Failures: Duct systems shall be repaired if test pressure and leakage requirements are not met or if air noise condition is encountered. Repairs and sealing shall be done with sheet metal, tape, sealant or a combination thereof.
- C. Test Equipment:
 - 1. Portable rotary type blower or tank type vacuum cleaner with control damper. Equipment shall have sufficient capacity to properly test reasonably large duct system section.
 - 2. Orifice assembly consisting of straightening vanes and calibrated orifice plate mounted in a straight tube with properly located pressure taps.
 - 3. Two (2) U-tube manometers, one to measure drop across calibrated orifice and one to measure S.P. in duct being tested. Provide low differential pressure Dwyer magnehelic gauges for low leak testing in lieu of U-tube manometers.
- D. Testing Pressures and Permissible Leakage:
 - 1. Test pressure shall be equal to the construction class. Negative pressure duct shall be tested at the equivalent positive pressure.
 - 2. Allowable leakage shall be determined from the following equation (or figure 4-1 in the above referenced Standard):

$$F = CL (P) 0.65$$

Where:

F = Allowable leakage factor CFM/100 Sq. Ft.

CL = Leakage Class

P = Test pressure inches W.C.

3. Leakage class shall be as follows:
 - a. Seal class A, Rectangular duct, CL = 6.
 - b. Seal class A, Round duct, CL = 3.
4. Record all tests using the procedure and forms in the above referenced manual.
5. All plenums and casings shall be tested by pressuring to the pressure class indicated and visually observing leakage and panel deflection.
 - a. No noticeable leakage shall be allowed.
 - b. Deflection shall be less than 1/8" per foot.

3.7 INSPECTION

- A. After completion of the ductwork installation, and after the Test and Balancing work, a minimum of 10% of the installed length of the supply duct system shall be inspected by an independent company specializing in such work. Inspection shall be performed using fiber optic video equipment and other appropriate techniques.
 1. Sections to be inspected shall be determined by the Architect.
- B. A report, shall be submitted to the Architect. The report shall document the findings of the inspection, listing any areas of concern, including evidence of water, dust, dirt and construction debris.
- C. If, in the opinion of the Architect and the Inspection company, the supply ductwork is unacceptably contaminated, the supply duct system shall be cleaned. Additional inspections shall be performed, including sections not previously inspected. This process shall be repeated until, in the opinion of the Architect, the supply duct system is acceptably clean.

END OF SECTION

**SECTION 233300
DUCT ACCESSORIES**

PART 1 - GENERAL

1.1 PROVISIONS

- A. Requirements of General Requirements, Submittal Procedures, Quality Requirements, Product Requirements, Substitution Procedures, Operation and Maintenance Data, Demonstration and Training shall apply to all work under this section.
- B. Throughout the specifications, types of materials may be specified by manufacturer's name and catalogue number in order to establish standards of quality and performance and not for the purpose of limiting competition.

1.2 DESCRIPTION

- A. Work covered by this Section includes furnishing of and paying for all materials, labor, services, equipment, licenses, taxes, other items, and appliances necessary for the execution, installation and completion of all work specified herein and/or shown on the drawings.
- B. The work described in this section of the specifications includes but is not limited to the following:
 - 1. Duct (sheet metal) accessories as specified herein and in locations shown on drawings, complete with all hardware necessary for a fully functional installation.

1.3 QUALITY ASSURANCE

- A. Fire dampers to be UL labeled and conform to NFPA 90A and NFPA 90B.

1.4 SUBMITTALS

- A. Submit product data to Architect for approval as required by Division 01 for all items listed in this section of the specification.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Flexible Connections: Duro-Dyne, Ventfabrics, or prior approved equal.
- B. Manual Dampers: Nailor, Penn, Ruskin, Metal-Form Mfg., Greenheck or prior approved equal.
- C. Motorized Control Dampers: Nailor, Penn, Ruskin, Metal-Form Mfg., Greenheck or prior approved equal.
- D. Access Doors and Panels: Duro-Dyne, Ruskin, Milcor, Ventfabrics, or prior approved equal.
- E. Latches, Hinges: Duro-Dyne, Ventfabrics, or prior approved equal.
- F. Fire Dampers: Ruskin, Air Balance, Nailor, Phillips, Prefco, Greenheck, or prior approved equal.
- G. Turning Vanes: United Sheet Metal, Duro-Dyne, Elgin, Aero Dyne, or prior approved equal.
- H. Flexible Ducts: Thermaflex, or prior approved equal.

2.2 ACCESS DOORS

- A. Provide insulated doors in ductwork for equipment service such as automatic dampers, duct coils (each side) casing mounted coils (each side), filters (each side), duct mounted smoke detectors and elsewhere as noted on drawings.

- B. The size of all access doors shall be as follows:

Duct Size	Access Door
12" to 20"	12" x 12"
20" to 36"	18" x 18"
36" and above	24" x 24"
Under 12"	Of sufficient size to service equipment or replace fusible link.

- C. Apparatus Casing Access Doors: Prehung door frame assemblies.
- D. Access Doors, Insulated Ducts: Double thickness galvanized sheet metal of same gauge as duct (minimum 20 gauge) with minimum of 1" thick, 2-pound density fiberglass or approved equal insulation in between sheet metal, rolled edges, hinges and latch. Make airtight with felt strips or neoprene gasketing, and provide 1" x 1" galvanized angle iron frame for installation in ductwork.
- E. Mount doors in a rigid frame of at least 22 gauge formed galvanized steel or aluminum. F. Use angle iron bracing as required to make the door frame a rigid assembly.
- G. Hinge access doors and provide positive closing, tight sealing and easily operated latches.
- H. Provide latches that permit easy removal of access door while maintaining positive closing and minimum leakage.
- I. Provide sponge rubber gaskets for all doors.
- J. Complete insulation coverage up to the boxes.

2.3 FLEXIBLE CONNECTIONS

- A. Twenty-four-ounce glass fabric that is flameproof, airtight, ozone resistant and a minimum of 3" wide with 3" of metal on each side of 3" of fabric using a grip lock seam.

2.4 MANUAL DAMPERS

- A. Minimum of 16-gauge galvanized steel, maximum of 8" blade, opposed blade type, with manual quadrant. Damper rod and quadrant handle shall extend out a minimum of 2" so as not to interfere with or require compression of external duct wrap.

2.5 MOTORIZED CONTROL DAMPERS

- A. AMCA-rated, opposed-blade design; minimum of 0.1084 inch thick, galvanized-steel frames with holes for duct mounting; minimum of 0.0635 inch thick, galvanized-steel damper blades with maximum blade width of 8 inches.
1. Secure blades to 1/2-inch diameter, zinc-plated axles using zinc-plated hardware, with nylon blade bearings, blade-linkage hardware of zinc-plated steel and brass, ends sealed against spring-stainless-steel blade bearings, and thrust bearings at each end of every blade.
 2. Operating Temperature Range: From minus 40 to plus 200 deg F.

- a. Provide opposed-blade design with replaceable rubber seals. Dampers shall be rated for maximum leakage per adopted ASHRAE 90.1 Standard when tested according to AMCA Standard 500D.

2.6 MANUAL QUADRANTS

- A. On all low-pressure dampers in insulated ducts and in uninsulated ducts approved.

2.7 CONCEALED DAMPER OPERATORS

- A. For inaccessible ceilings and wall installations of dampers.

2.8 ACCESS PANELS AND ACCESS OPENINGS IN DUCTWORK

- A. Galvanized, sheet steel, 2 gauges heavier than the duct with rolled edges, felt strips or neoprene gaskets and attached to duct with sheet metal screws a maximum of 6" on center.

2.9 FIRE DAMPERS

- A. Furnish and install access panels as hereinbefore described to meet the requirements of the code. All fire dampers must be constructed in accordance with Underwriters' Laboratories and city code requirements. Dampers shall be dynamic type with the damper out of the airstream for 100% free area.

2.10 FIRE SMOKE DAMPERS

- A. Furnish and install Greenheck Model FSD -211 combination Fire smoke dampers approved for installation in walls and floors, sized for the openings, rated per UL 555 and UL555Sn leakage class 1, 1 ½ hour fire rating for closure at 2000 fpm, maximum pressure 6" wg, 120-volt actuators, normally closed position - powered actuator to open. The dampers and accessories must be approved for the installation and application and the installation must comply with the UL installation requirements for that model damper. The damper and the damper installation must meet all the codes and regulatory requirements in the area where the work is done. Nailor, and Ruskin are approved manufacturers if they comply with the above requirements.

2.11 SHEET METAL TURNING VANES

- A. Factory fabricated, single thickness, galvanized sheet metal with airfoil contour. Shop fabricated duct turns must be submitted for approval prior to processing any work on project.

2.12 FLEXIBLE DUCTS

- A. Flexible ducts may be used in concealed areas only.
- B. Factory insulate all flexible ducts with 2" thick, one- pound density fiberglass insulation and wrap with factory-installed vapor barrier jacket. Ducts shall be UL approved and tested and meet Class 1 requirements of NFPA 90A. Make elbows to maintain R/W-1.5.
- C. Flexible ducts from rigid runouts to registers shall be Thermaflex M-KE, or equal, with maximum length of ten (10) feet. Flexible duct shall have no bends greater than 45°.

- D. Flexible ducts shall consist of an exterior reinforced laminated vapor barrier, 1-½" thick fiberglass insulation (K= .25 @ 75°F), encapsulated spring steel wire Helix and impervious, smooth, non-perforated interior vinyl liner. Individual lengths of flexible ducts shall contain factory-fabricated steel connection collars.
1. Make connections to rigid duct and units with draw band and sealer, and then duct tape over outside of sheath.
 2. Minimum bend radius shall be twice the duct diameter.
 3. Insulated flexible duct shall be attached to collar with a worm drive draw band rated for 175 pounds and inserted a minimum of 1" on to collar. Securely attach insulation and vapor barrier to the collar using a second worm drive draw band rated at 175 pounds. The vapor barrier shall be drawn over the insulation and fastened by the draw band such that no raw insulation is exposed.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Sheet metal accessories to be installed in locations shown on drawings.
- B. Installation to be in accordance with manufacturer's published recommendations as well as applicable sections of the SMACNA manual.
- C. Provide all screws, bolts, nuts, inserts, and material required for attaching sheet metal to duct, walls, floors and ceilings.

3.2 CONNECTORS

- A. Ductmate, Ward, TDC and TDF connectors are allowed when fabricated and installed in strict compliance with manufacturer's instructions.

3.3 TURNING VANES

- A. Provide single thickness turning vanes in all 90-degree square elbows and elsewhere as indicated. Use acoustical turning vanes where indicated.

3.4 SEALING

- A. SEAL JOINTS, SEAMS AND OTHER OPENINGS IN DUCT SYSTEM TO SEAL LEVEL A, IRRESPECTIVE OF DUCT CONSTRUCTION PRESSURE CLASS.

3.5 DUCT SIZES

- A. Indicated sizes are to the inside of acoustical linings. Increase the size of all sheet metal ducts as required to accommodate acoustical lining.

3.6 DUCT OPENINGS

- A. Construct duct openings at grilles or registers so that the plaster will not crack when the registers are attached.

3.7 PAINTING

- A. Paint the inside of all supply, return and exhaust ducts and dampers one coat of dead black paint whenever visible through the openings. Where the duct insulation is visible through the grilles, registers, or diffusers, the insulation must have a black finish.

3.8 FLEXIBLE CONNECTIONS

- A. Provide flexible connections at the intake and discharge of all air handling and air conditioning units and elsewhere as indicated.

3.9 MEASUREMENTS

- A. Before fabrication, check all ductwork with the building construction for dimensions, locations, clearances, etc. Make up duct with any necessary variations to conform to the details of the construction of the building, to suit the space available, and to fit the equipment furnished. The entire duct system must be substantially constructed, rigidly erected and free of any duct vibration or noises.

3.10 FIRE DAMPERS

- A. Install per the manufacturer's printed instructions and per the UL listing instructions for the exact fire damper provided.

3.11 CONCEALED DAMPER OPERATORS

- A. Install per the manufacturer's printed instructions and as detailed on the drawings.

3.12 TESTING

- A. Check work for satisfactory installation and performance.
- B. Where applicable, check duct connections, access doors, etc., for leakage and condensation and correct conditions found.

END OF SECTION

**SECTION 235200
GAS FIRED BOILERS**

1.0 BOILER CHARACTERISTICS:

- A. The unit(s) shall be a three-pass wet back horizontal firetube type boiler and constructed for 60 psi water. Boiler, burner and trim shall meet the requirements of Underwriters Laboratories, ASME CSD-1, ASME boiler code, FM, and shall be registered with the National Board of Boiler and Pressure Vessel Inspectors.
- B. The boiler shall have a maximum output of 399,000 Btu/hr, or 7.5 horsepower when fired with natural gas. Electrical power available shall be 120 Volt 1 Phase 60 Cycle.
- C. Basis of design is Raypak, Inc., XVers-L, or equal if prior approved ten (10) days before.

2.0 BOILERS:

- A. General
 - 1. The boiler(s) shall be fired with natural gas at a rated input of 399,000 BTU/hr.
 - 2. The boiler(s) shall be CSA-tested and certified with a minimum thermal efficiency of *98% for 406L model, 97.8% for 506L model, 97.6% for 606L model, 97.3% for 726L model, 97.2% for 856L model* at full fire.
 - 3. The boiler(s) shall have a minimum turndown ratio of 10:1 for models 406L & 506L and 8:1 for models 606L, 726L & 856L.
 - 4. The boiler(s) shall have a user setting for percentage of glycol to be used in the piping system and, using a patent-pending algorithm, will automatically and dynamically adjust maximum allowable firing rate, maximum temperature differential, minimum required fluid flow and burner response timing. This feature will provide maximum protection for the heat exchanger and provide for the maximum achievable life of the boiler under varying system conditions. The default setting for this feature is 50% glycol, to ensure the maximum protection level is provided as shipped.
 - 5. The boiler shall have a user setting to select the vent material being installed with the boiler. This setting, along with a flue gas temperature sensor, will dynamically adjust firing rate to provide protection for the vent system selected by the user. The default setting is for PVC vent material, to ensure the maximum protection level is provided.
- B. Heat Exchanger
 - 1. The primary heat exchanger shall be of a single-pass flue gas, vertically-oriented fire-tube design with water surrounding the combustion chamber for maximum efficiency.
 - 2. The heat exchanger shall be fully-welded construction utilizing 316L stainless steel for the fire-tubes, tube sheets, combustion chamber, flue collector and pressure vessel shell.
 - 3. The boiler water connections shall be *2-inch NPT for model 406L-606L and 2.5 inch for model 726L & 856L*, ANSI 304AL stainless steel.
 - 4. The heat exchanger shall be ASME inspected and stamped and National Board registered for 160 PSIG maximum allowable working pressure and 210°F maximum allowable temperature, complete with a Manufacturer's Data Report.
 - 5. 60 psig ASME pressure relief valve, piped by the installer to an approved drain

(shipped loose for field installation by others).

6. Temperature and pressure gauge
7. The heat exchanger must have two lifting lugs welded to the top of the vessel to aid in rigging the unit for installation.
8. A built-in flue gas test port must be included as a standard part of the heat exchanger flue collector.
9. The heat exchanger shall have a volume no less than:

Model	Water Content
406L	13.2 gal
506L	11.9 gal
606L	11.9 gal
726L	17.2 gal
856L	15.9 gal

C. Condensate Drain

1. The boiler(s) will feature a condensate drain with float switch, which will shut down the boiler(s) if the condensate drain is blocked.

D. Burner

1. The combustion chamber shall be of the sealed-combustion type employing the Raypak high- temperature FeCrAlloy knitted mesh burner, mounted in a vertical orientation.
2. The burner must be capable of firing both a complete blue flame with maximum gas and air input as well as firing infrared when gas and air are reduced. The burner must be capable of firing at 100% of rated input when supplied with 4.0" W.C. of inlet natural gas pressure, or 8.0" W.C. when supplied with propane gas, so as to maintain service under heavy demand conditions; no exceptions.
3. The burner shall use a fully-sealed, non-sparking combustion air blower to precisely mix and control the flow of fuel/air mixture for maximum efficiency throughout the entire range of modulation. The combustion air blower shall operate for a pre-purge period before burner ignition and a post-purge period after burner operation to clear the combustion chamber.
4. The blower shall infinitely vary its output in response to a Pulse Width Modulation (PWM) signal supplied directly from the VERSA IC® modulating temperature control, thereby electronically and precisely adjusting the volume of air and gas supplied for combustion.

E. Ignition System

1. The boiler(s) shall be equipped with a 100% safety shutdown.
2. The ignition shall be proven Direct Spark Ignition (DSI) type with full flame rectification by remote sensing separately from the ignition source. A three-try-for-ignition sequence is standard *with single-try available as an option*.
3. The igniter will be oriented vertically to extend the life of the igniter.
4. The ignition control module shall include an LED display that indicates fifteen (15) individual diagnostic flash codes and transmits any faults to the touchscreen display.
5. An external viewing port shall be provided, permitting visual observation of burner operation.

F. Gas Train

1. The boiler(s) shall have a firing/leak test valve and pressure test valve as required by CSD-1.
2. The boiler(s) shall have dual-seated main gas valve.
3. Gas control trains shall have a redundant safety shut-off feature, main gas regulation, shutoff cock and plugged pressure tapping to meet the requirements of ANSI Z21.13/CSA 4.9.

G. Boiler Control

1. The following safety controls shall be provided:
 - a. High limit control with manual-reset, mounted and wired
 - b. Low water cut-off with manual-reset, mounted and wired
 - c. Blocked vent pressure switch, mounted and wired
 - d. Blocked condensate switch, mounted and wired
 - e. Flow switch (*shipped installed*)
 - f. Adjustable high limit control with manual-reset (*shipped installed*)
 - g. Adjustable high limit control with auto-reset (*shipped installed*)
 - h. Low gas pressure switch (*shipped installed*)
 - i. High gas pressure switch (*shipped installed*)
2. The boiler(s) shall be equipped with the following:
 - a. VERSA IC® modulating temperature controller with 4.3" capacitive color touchscreen display
 - b. Three adjustable energy-saving pump control relays (boiler, system, indirect DHW)
 - c. Freeze protection
 - d. Three (3) water sensors included (shipped loose for field installation by others)
 - e. High limit water sensor on outlet
 - f. Outdoor air sensor (shipped loose for field installation by others)
 - g. Water flow rate sensor, mounted on a vertical manifold for field installation and wiring. Accurate to +/- 1%. (displays flow in GPM and available via BMS data port) (OPTIONAL)
3. The boiler(s) shall have built-in "Cascade" function for up to eight (8) units of same or different BTUH inputs without utilizing an external controller or sequencer.
 - a. The Cascade function shall include selectable modes for parallel modulation and sequential modulation with lead boiler rotation and lead-lag operation.
 - b. System shall be capable of leader redundancy and lead rotation every forty-eight (48) hours.
 - c. Cascade function shall allow users to enable or disable alarm sharing across cascaded appliances when an alarm condition occurs.
 - d. Cascade functions shall include an interstage delay setting with auto-delay option.
4. Each boiler shall have the ability to receive a 0-10 VDC signal from the Central Energy Management and Direct Digital Control System (EMCS) to vary the set point or control firing rate. Each boiler shall have an alarm contact for connection to the central EMCS system.
5. Each boiler shall be equipped with Modbus communications compatibility with up to 146 points of data available.
 - a. B-85 Gateway – BACnet MS/TP, BACnet IP, N2 Metasys or Modbus TCP (*optional – please specify shipped loose or installed*)
 - b. B-86 Gateway – LonWorks (*optional – please specify shipped loose or installed*)

6. The boiler(s) shall feature the integrated VERSA IC® modulating digital controller, mounted and wired.
 - a. Mode 1 = Hydronic, without indirect domestic hot water
 - b. Mode 2 = Hydronic, with indirect domestic hot water plumbed into system loop piping
 - c. Mode 3 = Hydronic, with indirect domestic hot water plumbed into boiler loop plumbing (Primary/Secondary Piping Only)
 7. System cascade sensor and optional air temperature sensor shall be shipped loose for field installation by installing contractor. Inlet, outlet, flue gas, and water flow rate sensors are factory-installed.
 8. VERSA IC® control system is capable of controlling up to three (3) connected pumps.
 - a. Boiler pump (Fixed- or Variable-Speed)
 - b. System pump
 - c. Indirect DHW pump
- H. Raymote™ Connectivity
1. The VERSA IC® shall include the Raymote connectivity feature to allow remote access to boiler or water heater data, and to provide maintenance reminders and error notifications on iOS and Android devices or by website access.
 2. The Raymote system allows for registering of multiple devices at various locations and multiple devices in a single cascade installation. The system also allows separate Groups to be established with various levels of access and control permission to be set by the equipment owner. The Groups feature will also allow for quick and efficient troubleshooting service by Raypak's Service Team.
 3. Raymote will provide reminders and alerts via iOS or Android notification, text, or email. All notification features are user set.
 4. The Raymote app and website will allow remote monitoring of the following:
 - a. Outlet and inlet temperature monitoring
 - b. Vent temperature
 - c. Flow (if equipped)
 - d. Blower speed
 - e. Modulation percentage
 - f. Flame current
 - g. Run time
 - h. Boiler Status
 - i. Cycles
 - j. Historical data
 5. The Raymote App and Website will allow remote control/adjustment of the following:
 - a. Temperature Setpoint
 - b. Temperature differential
 - c. Outdoor Reset settings
 - d. Indirect Setpoint
 - e. Indirect differential
 - f. Custom notification
 - g. Full historical data reports will be available for review on the Raymote website.
 6. One (1) year of Raymote service is included with boiler/water heater purchase.
- I. Firing Mode: Provide electronic modulating control of the gas input to the boiler.
- J. Boiler Diagnostics – The front panel Raypak logo shall be illuminated to provide external display of the following boiler status/faults:

1. Solid White: Power On
 2. Pulsing Blue: Call for heat
 3. Solid Blue: Burner On
 4. Pulsing White: Post-Purge (gas purge)
 5. Pulsing Red: Error
- K. Provide monitoring of all safeties, internal/external interlocks with fault display by a 4.3" capacitive color touchscreen display:
1. System status
 2. Condensate blockage
 3. Low water cut-off
 4. Blocked vent
 5. Controller alarm
 6. Factory option
 7. External interlock
 8. Ignition lock-out
 9. Blower speed error
 10. Low 24VAC
 11. Sensor failure
 12. Inlet sensor (open or short)
 13. Outlet sensor (open or short)
 14. System (cascade) sensor (open or short)
 15. Air sensor (open or short)
 16. Temperature to indirect sensor (open or short)
 17. Indirect DHW tank sensor (open or short)
 18. Water flow rate sensor
 19. Vent temperature sensor
 20. Internal control fault
 21. ID card fault
 22. Cascade communication error
 23. *Adjustable-reset high limit (optional – please specify shipped loose or installed)*
 24. *Auto-reset high limit (optional – please specify shipped loose or installed)*
 25. *High/Low gas pressure switches (optional – please specify shipped loose or installed)*
 26. *Flow switch (optional – please specify shipped loose or installed)*
 27. *High Differential, with flow-meter option, varies based on flow (optional – please specify shipped loose or installed)*
- L. Combustion Chamber
1. The combustion chamber shall be constructed of 316L stainless steel and fully surround the burner for maximum efficiency.
- M. Cabinet
1. The corrosion-resistant galvanized-steel jackets shall be finished with a baked-on epoxy powder coat suitable for outdoor installation, applied prior to assembly for complete coverage, and shall incorporate louvers in the outer panels to divert air past the heated surfaces.
 2. The boiler(s), if located on a combustible surface, shall not require a separate combustible floor base.
 3. The boiler(s) shall connect the combustion air through the top of the cabinet and flue products through the back of the unit.
 4. The boiler(s) shall have as standard an internal, high-capacity combustion air filter rated to MERV 8 (equal to or greater than 95% arrestance).

5. The formed structural steel base shall include properly-sized openings for forklift from either side or a pallet jack from the front or rear of the unit.

3.0 PRESSURE VESSEL CONSTRUCTION:

- A. The pressure vessel is built in strict accordance with the ASME code and to latest year of issue and addendas. Manufacturer's quality control department performs all tests of materials and fabrication with a licensed authorized inspector in accordance with the N.B.I.C. code. Completed pressure vessel is post weld heat-treated where required and shop hydrostatically tested to ASME code requirements, and issued a national board number and an ASME H-2 data report which is furnished to the purchaser at time of shipment.
- B. The boiler shall be furnished with four (4) 3" x 4" handholes in the boiler shell. One (1) 12" x 16" manhole is to be provided. Provide a plugged coupling in the front tube sheet to provide for furnace tube inspection. Two lifting lugs must be located on top of the boiler.
- C. The front and rear doors shall be hinged and davited on units 60 HP and larger. Doors are to be sealed with heat resistant gaskets and fastened using lugs and brass nuts. Design doors so front and rear tube sheets and all flues are fully accessible for inspection and cleaning when doors are open.
- D. Provide a baffle in the boiler shell below the hot water return inlet flange to provide for tempering of the returned hot water and reduce the potential for thermal shock.
- E. The exhaust gas vent shall be located at the front of the boiler and be capable of supporting 2,000 pounds. The boiler vent shall include a locking blade damper and a stack thermometer.
- F. Provide observation ports at each end of the boiler for inspection of flame conditions. Provide a plugged test port at the rear of the furnace for testing of furnace backpressure.
- G. Unit shall be provided with minimum 2" thick mineral wool insulation. The boiler shall be lagged with a 22-gauge thick carbon steel jacket. The boiler jacket shall feature a bottom side primer of polyurethane resin base coat of .2 mil. dry finish thickness and a final coat of .4 mil. dry finish thickness and a final coat of .8 mil. dry finish thickness of valspar polyurethane resin based paint. The application of the paint is to be automated roller type and is to be oven dried. The exterior finish of the boiler jacket shall have a limited warranty by the manufacturer for five (5) years from date of manufacture for chalking, fade, peeling, or blistering.
- H. The entire boiler base frame and other components shall be factory painted before shipment using a hard-finish enamel coating.
- I. Furnace heat release shall not exceed 8400 btu per cubic foot of furnace volume. Provide a refractory plug in rear turn around for inspection and access to the furnace.

4.0 HOT WATER BOILER TRIM:

- A. Water Boiler Trim shall include a probe type low water cut off with manual reset, relief valve(s), with combination pressure gauge and thermometer, and operating and manual reset high limit aquastats.

- B. Provide operating and proportioning boiler water temperature controls. Provide a high limit temperature control with a manual reset device.
- C. Provide boiler safety relief valve(s) set at 75 psig.
- D. Provide other boiler trim including (edit):
 - 1. High pressure control with manual reset
 - 2. Boiler drain valve
 - 3. Automatic air vent valve, $\frac{3}{4}$ "
 - 4. Water pressure differential control

5.0 BURNER:

- A. The combination burner shall be of the forced draft annular port flame retention type suitable for burning natural or manufactured gas air atomizing type for burning No. 2 oil. The burner shall burn the specified quantity of fuel without objectionable vibrations, noise, or pulsation with no CO in the products of combustion. (The burner shall meet 75 ppm Nox while firing on natural gas utilizing flue gas recirculation technology). The burner shall be factory installed and wired, shall bear the listing mark of Underwriters Laboratories, Inc. evidencing compliance with requirements of UL-796 for gas burners and UL 296 for oil burners. The entire boiler and burner unit shall be factory fire tested prior to shipment with a copy of the fire test being supplied to the owner.
- B. Burner Design
A burner fan shall furnish all combustion air, which shall be an integral part of the burner. The burner fan and motor shall be mounted below the horizontal centerline of the boiler for ease of maintenance and inspection. The burner air control louver shall be of the low-pressure drop, inlet type to allow visual checking of the louver settings, and ease of cleaning or adjustment. The burner shall have an air flow safety switch to prove combustion flow. The burner shall have an interrupted gas-electric ignition system with a 6,000-volt ignition transformer. An observation port shall be provided in the burner to provide observation of both the pilot and main flame.
- C. Gas Pilot
The gas pilot shall be the premix type with automatic electric ignition, complete with electronic flame scanner to monitor the pilot so the primary fuel valve cannot open until pilot flame has been established. The gas pilot train is to consist of shut-off cock, pressure regulator, and automatic gas valve.
- D. Gas Train
The main gas train shall be mounted on the boiler and shall include the following: A manually operated gas cock at the inlet to the train, a gas pressure reducing regulator, a motorized automatic gas valve, a second automatic gas valve, and a manually operated leak test cock located down stream from the automatic gas valve. The gas train shall include high and low gas pressure switches to monitor the gas pressure.

6.0 FUEL OIL SYSTEM:

- A. Oil Pump
The oil pump set shall consist of an oil pump with a capacity of twice the firing rate of the boiler, and motor mounted on a base. The oil pump assembly shall also have the following: oil pressure relief valve, suction strainer, vacuum and pressure gauge, and motor starter. The oil pump assembly shall ship loose for field installation.

B. Oil Piping

The oil burner piping shall include automatic oil safety valve, oil metering valve, fuel filter, and all necessary piping, and linkages for full modulation operation, all mounted and piped on the unit. Pressure gauge shall be provided to indicate oil pressure and air atomizing pressure. The unit shall have a low air pressure switch interlocked to prevent burner operation in the event of air pressure failure.

C. Control Panel

The factory pre-wired control panel should be mounted on the burner proper or on the side of the boiler to allow for ease of maintenance and troubleshooting. The control panel shall contain the following items: Electronic flame safeguard, control circuit transformer, motor starter, control circuit fuse, numbered terminal strips, and indicating lamps for major functions. The control panel shall include a manual-automatic selector switch and a damper motor positioning switch to permit automatic firing in accordance with load demand or manual control of the firing rate at any desired point between low fire and maximum rate. Changeover from one fuel to the other shall be accomplished by flipping a switch. No burner adjustment or linkage change shall be necessary when going from one fuel to the alternate fuel. The electronic flame safeguard shall be complete with all necessary accessories and devices to control ignition and starting and stopping of the burner, to provide pre-combustion purge and post-combustion purge, and to shut down the burner on failure of ignition, pilot, or main flame by the electronic scanner.

D. Codes and Standards

The boiler shall be inspected by an authorized inspector and be registered with the National Board of Boiler and Pressure Vessel Inspectors. The package boiler shall carry an Underwriters Laboratory label "B." The boiler-burner unit shall meet the requirements of U.L. or F.M.

7.0 EFFICIENCY GUARANTEE:

- A. The boiler must be guaranteed to operate at a minimum efficiency of 80 percent at 100 percent of rating when burning natural gas.

8.0 WARRANTY:

- A. All equipment is to be guaranteed against defects in materials and/or workmanship for a period of 12 months from date of shipment.

9.0 EXECUTION:

- A. Tests
The packaged boiler must receive factory tests to check the construction, controls, and operation of the unit. The purchaser, if desired may witness all tests.
- B. Start-up Service
After boiler installation is completed; the manufacturer shall provide the services of a field representative for starting the unit and training the operator at no additional costs. A factory approved and authorized start-up report shall be submitted to the customer/user at the time of start-up.

END OF SECTION

**SECTION 236200
CONDENSING UNITS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK:

- A. This section includes the following heating ventilation and cooling systems and related components:
 - 1. Condensing Units
 - a. Outdoor-mounted, air-cooled condensing unit suitable for on-the- ground or rooftop installation. Unit shall consist of a hermetic scroll air-conditioning compressor(s) assembly, an air-cooled coil, propeller-type condenser fans, and a control box. Unit shall discharge supply air upward as shown on contract drawings. Unit shall be used in a refrigeration circuit matched with a packaged air-handling unit.

1.3 QUALITY ASSURANCE:

- A. Source Limitations: Obtain condensing units and other components of each category through one source from a single manufacturer.
 - 1. Exception: If condensing units or other components are not available from a single manufacturer, obtain similar products from other manufacturers specified for the category.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C.

1.4 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical product data substantiating those products comply with requirements.
- B. Provide:
 - 1. Performance data showing point of operation, BHP, kW and efficiency.
 - 2. Sound rating data point of operation.
 - 3. Dimensional data.
 - 4. Installation procedures.
- C. Indicate:
 - 1. Motors, bearings, shaft details.
 - 2. Minimum performance achievable with variable speed controllers and variable inlet vanes as appropriate.
- D. Quality assurance submittals: submit the following in accordance with Section 01300 "Submittals."
 - 1. Certificates: submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.
 - 2. Instructions: submit manufacturer's installation instructions.
- E. Closeout Submittals:
 - 1. Provide operation and maintenance data for incorporation into manual specified in Section 01700 "Project Closeout".

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Packing, shipping, handling and unloading:
 - 1. Deliver, store and handle in accordance with Section Division 1.
 - 2. Deliver, store and handle in accordance with manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Manufacturer: Subject to compliance with requirements, provide HVAC fans by one of the following:
 - 1. Trane
 - 2. Daikin
 - 3. Carrier
 - 4. Or approved equal

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS:

- A. Compliance: comply with manufacturer's written recommendations or specifications, including product technical bulletins, handling, storage and installation instructions, and datasheet.

3.2 INSTALLATION:

- A. Install condensing units as in accordance with manufacturer's installation instructions.

3.3 CLEANING:

- A. Upon completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

END OF SECTION

SECTION 237300 AIR HANDLING UNITS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Requirements of General Requirements, Submittal Procedures, Quality Requirements, Product Requirements, Substitution Procedures, Operation and Maintenance Data, Demonstration and Training shall apply to all work under this section.

1.2 REFERENCES

- A. AMCA 300 - Reverberant Method for Sound Testing of Fans.
- B. AMCA 301 - Method for Publishing Sound Ratings for Air Moving Devices. C. ANSI/AFBMA 9 – Load Ratings and Fatigue Life for Ball Bearings.
- D. ANSI/UL 900 - Test Performance of Air Filter Units.
- E. ARI 260 - Standard for Sound Rating of Ducted Air Moving and Conditioning Equipment
- F. ARI 410 - Standard for Forced Circulation Air-Cooling and Air-Heating Coils. G. ARI 430 - Standard for Central Station Air Handling Units.
- G. ARI 1060 Air-To-Air Energy Recovery Ventilation Equipment
- H. ASHRAE 68 - Laboratory Method of Testing In-Duct Sound Power Measurement Procedure for fans.
- I. ASTM B 117 - Standard Practice for Operation Salt Spray Apparatus
- J. NEMA MG1 - Motors and Generators
- K. NFPA 90 A & B - Installation of Air Conditioning and Ventilation Systems and Installation of Warm Air Heating and Air Conditioning Systems.
- L. SMACNA - HVAC Duct Construction Standards. N. UL 1995 - Heating and Cooling Equipment

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with minimum ten (10) years documented experience, who issues complete catalog data on total product.
- B. Air Coils: Certify capacities, pressure drops and selection procedures in accordance with current ARI 410 Standard.
- C. Certify air-handling units in accordance with ARI 430. D. ISO 9001 Certification.

1.4 SUBMITTALS

- A. Product Data and Record Documents:
- B. Submit unit performance including: capacity, nominal and operating performance.
- C. Submit Mechanical Specifications for unit and accessories describing construction, components and options.
- D. Submit shop drawings indicating overall dimensions as well as installation, operation and service clearances. Indicate lift points and recommendations. Indicate unit shipping split locations, and split dimensions, installation and operating weights including dimensions.
- E. Provide fan curves with specified operating point clearly plotted.
- F. Provide data on all coils as tested and certified per ARI standards.
- G. Submit data on electrical requirements. Include safety and start-up instructions. Wiring shall have smoke and flammability rating of 25/50 or better per test method of NFPA 262.
- H. Submit sound data certified to ARI 260.
- I. Base Rail Height Calculations: Provide calculations for required base rail heights to allow for proper condensate trapping per condensate drain details.
- J. Operation and Maintenance Data
 - 1. Include instructions for lubrication, filter replacement, motor and drive replacement, spare parts lists and wiring diagrams.
 - 2. Provide Operating and Maintenance (O&M) Manuals for air handling units. In addition to a full set of manuals with closeout documentation, each unit shall ship with its own manual permanently mounted inside the unit casing fan section in a watertight enclosure.
 - 3. Permanently mount condensate trapping calculation instructions within the unit O&M Manual that illustrates the unit casing at the condensate drain connection.
 - 4. Manufacturer's Instructions: Provide Start-up information and maintenance required prior to start-up.

1.5 REGULATORY REQUIREMENTS

- A. Unit shall be manufactured to conform to UL 1995 Standard and shall be listed by either UL/CUL or ETL. Units shall be provided with listing agency label affixed to unit. In the event the unit is not UL/CUL or ETL approved, the contractor shall, at his/her expense provide for a field inspection by a UL/CUL or ETL representative to verify conformance. If necessary, contractor shall perform modifications to the unit to comply with UL/CUL or ETL as directed by the representative, at no additional expense to the owner.
- B. Certify air-handling units in accordance with ARI 430. If air-handling units are not certified in accordance with ARI 430, contractor shall be responsible for expenses associated with testing of units after installation to verify performance of fan(s). Any costs incurred to adjust fans to meet scheduled capacities shall be the sole responsibility of the contractor.
- C. Certify air-handling coils in accordance with ARI 410. If air-handling coils are not certified in accordance with ARI 410, contractor shall be responsible for expenses

associated with testing of coils after installation to verify performance of coil(s). Any costs incurred to adjust coils to meet scheduled capacities shall be the sole responsibility of the contractor.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's installation instructions for rigging, unloading, and transporting units. B. Units shall ship fully assembled up to practical shipping and rigging limitations. Units not shipped fully assembled shall have tags and airflow arrows on each section to indicate location and orientation in direction of airflow. Shipping splits shall be clearly defined on submittal drawings. Cost associated with nonconformance to shop drawings shall be the responsibility of the manufacturer. Each section shall have lifting lugs or shipping skid to allow for field rigging and final placement of section.
- C. Deliver units to jobsite with fan motor(s), sheave(s), and belt(s) completely assembled and mounted in units.
- D. Store in clean dry place and protect from weather and construction traffic. Handle carefully to avoid damage to components, enclosures, and finish.

1.7 START-UP AND OPERATING REQUIREMENTS

- A. Do not operate units for any purpose, temporary or permanent, until ductwork is clean, filters in place, bearings lubricated (if applicable), condensate properly trapped, piping connections verified and leak-tested, belts aligned and tensioned, all shipping braces removed, bearing set screws torqued, and fan has been test run under observation.

1.8 WARRANTY

- A. The equipment manufacturer shall provide, at no additional cost, a standard parts and labor warranty that extends a period of one year from date of substantial completion. This warrants that all products are free from defects in material and workmanship and shall meet the capacities and ratings set forth in the equipment manufacturer's catalog and bulletins.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Approved manufacturer shall be York, Carrier or Trane, with pre-approved alternates considered. Manufacturers not pre-approved, must obtain pre-approval in writing from consulting engineer prior to bid day. Alternates must comply with all performance and features as called for in this specification. Job will be awarded on the basis of specified Carrier equipment. Alternates may be evaluated and considered by engineer after the job is awarded.
- B. Manufacturer must clearly define any exceptions made to Plans and Specifications. Any deviations in layout or arrangement shall be submitted to consulting engineer prior to bid date. Acceptance of deviation(s) from specifications shall be in the form of written approval from the consulting engineer. Mechanical Contractor is responsible for expenses that occur due to exceptions made.

C. Approved Manufacturers:

1. Trane
2. Daikin
3. Carrier
4. Or approved equal.

2.2 GENERAL

- A. Unit layout and configuration shall be as defined in project plans and schedule.
- B. Provide unit base rail to support all sections of unit and raise unit for proper trapping. Contractor will be responsible for providing a housekeeping pad when unit mounting device is not of sufficient height to properly trap unit. Unit mounting devices not constructed of galvanized steel shall be chemically cleaned and coated with both a rust-inhibiting primer and finished coat of rust-inhibiting enamel.

2.3 UNIT CASING

- A. Unit shall be constructed of a complete structural frame with removable panels. Unit manufacturer shall ship separate segments so unit can be broken down for ease of installation in tight spaces. The entire air handler shall be constructed of galvanized steel. Casing finished to meet ASTM B 117 250-hour salt-spray test. The removal of side panels shall not affect the structural integrity of the unit. All removable panels shall be gasketed to minimize air leakage. All doors shall have gasketing around full perimeter to prevent air leakage. Contractor shall be responsible to provide connection flanges and all other framework that is needed to properly support the unit.
- B. Construct casing sections capable of operating from -4"wg to +6"wg. Unit casing leakage rate shall not exceed 1% of full flow.
- C. Access panels and/or access doors shall be available on both sides of the unit in all sections to allow easy access to drain pan, coil(s), motor, drive components and bearings for cleaning, inspection, and maintenance. If panels are not removable, then manufacturer shall provide access sections with doors between all internal components to ensure access and cleanability of the air handler.
- D. Access doors shall be double wall construction to prevent damage to insulation during routine maintenance.
- E. Access panels and doors shall be fully removable without the use of specialized tools to allow complete access of all interior surfaces.
- F. Door hardware shall be surface mounted to minimize penetrations in the door casing that could lead to air leakage paths.
- G. All joints between exterior panels and structural frames, as well as joints between module frames, shall be properly sealed and gasketed to provide an air seal.
- H. Insulation - High density - Insulation shall be encased in double-wall casing between exterior and interior solid panel such that no insulation can erode to the airstream. Foil facing on insulation is not an acceptable alternate to double wall construction. Insulation shall have a minimum 3# density and shall be UL listed. The installation

shall comply with NFPA-90A and B requirements and shall not allow for external condensate formation at air handling unit casing joints.

- I. Provide 8" high (min.) continuous heavy duty steel base rail to support the entire unit including all major AHU components. Bases shall be constructed of wide-flange galvanized steel I-beams or channels. Welded or bolted cross members shall be provided as required for lateral stability. Contractor shall provide supplemental steel supports as required to obtain proper operation heights for coil condensate drain trap as shown on drawings.
- J. AHUs shall be completely self-supporting for installation on concrete housekeeping pad, steel support pedestals, or suspended as shown on drawings.
- K. The AHU bases not constructed of galvanized steel shall be cleaned, primed with a rust inhibiting primer, and finished with rust inhibiting exterior enamel.

2.4 FANS

- A. Provide fans of type and class as specified on the schedule. Fan shafts shall be solid, coated with a rust-inhibiting coating, and properly designed so that fan shaft does not pass through first critical speed as unit comes up to rated RPM. All fans shall be statically and dynamically tested by the manufacturer for vibration and alignment as an assembly at the operating RPM to meet design specifications. Fans controlled by variable frequency drives shall be statically and dynamically tested for vibration and alignment at speeds between 25% and 100% of design RPM. If fans are not factory-tested for vibration and alignment, the contractor shall be responsible for cost and labor associated with field balancing and certified vibration performance. Fan wheels shall be keyed to fan shafts to prevent slipping. If not specified then provide a class 2 plenum fan.
- B. Provide grease lubricated ball bearings selected for L-50 200,000-hour average life per ANSI/AFBMA 9. Greasable bearings shall have lubrication lines extended to the drive side of the unit. Lubrication lines shall be a clear, high-pressure, polymer to aid in visual inspection. Extend both grease lubrication lines to drive side of unit and rigidly attach to drive side bearing support with zerk fittings.
- C. Fans shall be mounted on isolation bases. Internally-mounted motor shall be on the same isolation base. Fan and motor shall be internally isolated with spring isolators. Flexible canvas ducts shall be installed between fan and unit casing to ensure complete isolation. Flexible canvas ducts shall comply with NFPA 90A and UL 181 requirements. If fans and motors are not internally isolated, then the entire unit shall be externally isolated from the building, including supply and return duct work, piping, and electrical connections. External isolation shall be furnished by the contractor in order to avoid transmission of noise and vibration through the ductwork and building structure.
- D. Fan modules shall have a minimum of one access door located on the drive side of the unit to allow inspection and maintenance of the fan, motor, and drive components. Construct door(s) per Section 2.3 paragraphs D, E, and F.
- E. No additional fan casing options required.
- F. Belts shall be enclosed as required by OSHA standard 29 CFR 1910 to protect worker from accidental contact with the belts and sheaves.

2.5 MOTORS AND DRIVES

- A. All motors and drives shall be factory-installed and run tested. All motors shall be installed on a slide base to permit adjustment of belt tension. Slide base shall be designed to accept all motor sizes offered by the air-handler manufacturer for that fan size to allow a motor change in the future, should airflow requirements change. Fan sections without factory-installed motors shall have motors field installed by the contractor. The contractor shall be responsible for all costs associated with installation of motor and drive, alignment of sheaves and belts, run testing of the motor, and balancing of the assembly.
- B. Fan Motors shall be heavy duty, open drip-proof (ODP) premium efficiency, inverter duty rated.
- C. Motors shall be selected to operate continuously at 104 F (40 C) ambient without tripping of overloads. Motors shall have a ± 10 percent voltage utilization range to protect against voltage variation. Motors shall be in compliance with EPACT when applicable.
- D. V-Belt Drive shall be constant pitch rated at 1.2 times the motor nameplate.
- E. Manufacturer shall provide for each fan a nameplate with the following information to assist air balance contractor in startup and service personnel in maintenance:
 - 1. Fan and motor sheave part number
 - 2. Fan and motor bushing part number
 - 3. Number of belts and belt part numbers
 - 4. Fan design RPM and motor HP
 - 5. Belt tension and deflection
 - 6. Center distance between shafts

2.6 COILS

- A. Coils shall be such that headers and return bends are enclosed by unit casing to ensure that if condensate forms on the header or return bends, it is captured by the drain pan under the coil. Red brass coil connections shall be extended through unit casing. Coil headers shall be copper unless otherwise noted.
- B. Coils shall be manufactured with plate fins to minimize water carryover and maximize airside thermal efficiency. Fin tube holes shall have drawn and belled collars to maintain consistent fin spacing to ensure performance and air pressure drop across the coil as scheduled. Tubes shall be mechanically expanded and bonded to fin collars for maximum thermal conductivity. Use of soldering or tinning during the fin-to-tube bonding process is not acceptable due to the inherent thermal stress and possible loss of bonding at that joint.
- C. Construct coil casings of stainless steel. End supports and tube sheets shall have belled tube holes to minimize wear of the tube wall during thermal expansion and contraction of the tube.
- D. All coils shall be completely cleaned prior to installation into the air handling unit. Complete fin bundle in direction of airflow shall be degreased and steam cleaned to remove any lubricants used in the manufacturing of the fins, or dirt that may have accumulated, in order to minimize the chance for water carryover.

- E. On stacked cooling coils, intermediate drain pans shall be installed between the coils.
Intermediate drain pans shall have drop tubes to guide condensate to the main drain pan, thus preventing flooding of lower coils that would result in moisture carryover.

2.7 BASE-LEVEL DRAIN PANS

- A. Insulation shall be encased between exterior and interior walls. Units with cooling coils shall have drain pans under complete cooling coil section that extend beyond the air-leaving side of the coil to ensure capture of all condensate in section. Cooling coil drain pans shall be sloped in 2 planes, pitched toward drain connections to ensure complete condensate drainage when unit is installed level and trapped per manufacturer's requirements. See section 2.5, paragraph E for specifications on intermediate drain pans between cooling coils.
- B. Units with heating coils shall have a drain pan under complete heating coil section sloped in 2 planes and pitched toward drain connections to ensure proper drainage during cleaning and to capture water in the event of a coil failure.
- C. All drain pan connections supplied by unit manufacturer including, piping, and piping connections extending from stainless steel drain pans shall be constructed of stainless steel. The contractor is responsible to ensure the unit is installed level, trapped in accordance with the manufacturer's requirements, and visually inspected to ensure proper drainage of condensate.
- D. Flat drain pans shall be acceptable in sections that may have incidental, but not continuous contact with moisture. Flat drain pans shall be accessible for cleaning.
- E. All drain pans shall be stainless steel.

2.8 FILTERS

- A. Provide factory-fabricated filter section of the same construction and finish as unit casings. Filter section shall have filter guides and access door(s) extending the full height of the casing to facilitate filter removal. Construct doors in accordance with Section 2.3, paragraphs D, E, and F. Provide filter block offs as required to prevent air bypass around filters.
- B. Filter type, efficiency, and arrangement shall be provided as defined in project plans and schedule. Filters shall be removable from one side of filter section(s). Filters shall be 2" thick, pleated (minimum) 65% efficient, MERV-13, per ASHRAE 52.1-1992.
- C. Manufacturer shall provide one set of startup filters.

2.9 DAMPERS

- A. All dampers, with the exception of external bypass and multizones (if scheduled), shall be internally mounted. Dampers shall be premium ultra-low leak and located as scheduled. Dampers shall be Ruskin CD60 double-skin airfoil design or equivalent for minimal air leakage and pressure drop. Leakage rate shall not exceed 5 CFM/square foot at one inch water gauge and 9 CFM/square foot at 4 inches water gauge. All leakage testing and pressure ratings shall be based on AMCA Publication 500. Manufacturer shall submit brand and model of damper(s) being furnished.

2.10 AIR HANDLING UNIT SPECIALTIES

A. Adjustable Frequency Drives (AFD):

1. Where indicated on Drawings, furnish as a part of the unit assembly, with drive matched to motor without noise or vibration over the entire operating range.
3. All motors with AFDs shall be compatible with AFD and tested at the factory.
4. Drives shall be erected and properly supported where shown on Drawings.

B. Ultra Violet Germicidal Irradiation Systems:

1. Provide Ultra Violet Germicidal Irradiation (UVGI) lamps. Lamps shall provide a minimum irradiance of 9 Watts per square foot or 96.54 Joules per square meter at the cooling coil surface and at the coil leaving air temperature scheduled on the Drawings.
2. UV lamps shall be located:
 - a. Downstream of cooling coils.
 - b. Above condensate drain pans.
3. Lamps shall be UL listed for application in air handling systems.
4. Lighting systems shall be moisture resistant with electronic ballasts and shall be wired using moisture resistant conduit.
5. UV Light fixtures shall be capable of being switched on and off at the respective AHU section access door.
6. Lamps shall be interlocked with access door position limit switches such that they are de-energize when the doors open.
7. Lamps shall be installed on a stainless steel grid using stainless steel fasteners in accordance with the manufacturer's installation instructions.
8. Units equipped with view ports, from which the UVGI lamps can be seen, shall be properly labeled to warn of possible eye damage.
9. Replacement lamps for UV systems shall be standard types which are not proprietary and are available from multiple sources.

2.11 ELECTRICAL PROVISIONS

- A. Fan motors shall be factory mounted and wired to an external disconnect switch within sight of the motor access door. Fan motors shall be interlocked with fan access door to shut down fan when door is opened.
- B. Disconnect switches and starters shall be mounted independent of the unit to allow for maintenance access and access to AHU components. Locate disconnect switches within close proximity and sight of the electrical component. Interlock fan motor starters with a position limit switch located at the fan section access door. The limit switch shall de-energize the fan motor or other electrical components when the access door is opened.
- C. All wiring shall be 600V rated type MTW/THWN #12 stranded copper in EMT or liquid tight conduit (maximum three feet). All junction boxes shall be UL approved and gasketed. All conduits installed on the floor inside air handling units shall be rigid steel with steel fittings and diecast boxes. All EMT conduit and fittings on unit walls and ceiling shall be water tight type.
- D. Provide liquid tight flexible connection to motor; 36-inch maximum length.

- E. Conduit penetrations shall not represent through-metal contact. Penetrations shall be made and sealed before unit factory testing.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installation shall meet or exceed all applicable federal, state and local requirements, referenced standards and conform to codes and ordinances of authorities having jurisdiction.
- B. All installation shall be in accordance with manufacturer's published recommendations.
- C. Install factory assembled unit on vibration isolators, where fans are not internally isolated.
- D. Install air handling unit(s) level on concrete housekeeping pads.
- E. Install an auxiliary/secondary condensate drain system. Unless otherwise noted, the auxiliary/secondary drain system shall meet the following requirements:
 - 1. 18 GA., stainless steel, all welded, auxiliary drain pan.
 - 2. Sides of auxiliary drain pan shall be 2" high (min.) with 1/2" (min.) hem (full-perimeter).
 - 3. Auxiliary drain pan shall extend 6" beyond all sides of air handling unit(s) and coil piping connections.
 - 4. Install a water-level detection device or a 1" diameter (min.) condensate drain line to the nearest floor drain. Installation of condensate drain line shall not pose a tripping hazard.
- F. Assemble air handling unit components following manufacturer's instructions for handling, testing and operation. Repair damaged areas with paint in accordance with manufacturer recommendations. Repair painted units by touch up of all scratches with finish paint material. Vacuum and wipe the interior of air handling unit(s) clean prior to operation.
- G. AHU air leakage shall not exceed leakage class (CL) 12 listed in SMACNA HVAC Air Duct Leakage Test Manual when tested at 1.5 times the design static pressure. Repair casing air leaks that can be heard or felt during normal operation and to meet test requirements.
- H. Perform field mechanical (vibration) balancing.
- I. Seal and/or fill all openings between the casing and AHU components and utility connections to prevent air leakage or bypass.
- J. Contractor shall furnish and maintain and replace clean pre-filter media in each air handling unit as listed in the equipment schedule on the Drawings during start-up and construction. The Contractor shall install the tagged set of new filter products provided by the air handling unit manufacturer for each unit after it has been tested, commissioned and receives final acceptance by the Owner.

- K. Do not operate units for any purpose, temporary or permanent, until ductwork is clean, filters are in place, bearings have been lubricated, and fan has been test run under observation of the Owner's representative(s).
- L. Arrange fans and surrounding components in such a way that poor fan performance does not result.
- M. It is the Contractor's responsibility to verify opening dimensions and installation methods to ensure unit sections and components can be physically installed into the designated space.
- N. A certified manufacturer's representative shall supervise reassembling the sections together for all air handlers.
- O. Additional unit section or component splits required for installation during construction shall be the responsibility of the Contractor without additional cost to the Owner.
- P. Units must be bolted together for reassembly. Drive screw construction at unit splits is unacceptable.
- Q. All internal coil piping shall be extended to casing walls.
- R. The unit manufacturer shall provide a written acceptance letter to the Architect stating the unit was assembled and complies with the manufacturer's assembly requirements.

3.2 STARTUP SERVICES

- A. After installation and testing of the air handling unit(s), provide start-up report to the Architect.
- B. An authorized factory representative should start-up, test and certify the final installation and application specific calibration of control components. Items to be verified shall include, but not be limited to, fan performance over entire operating range, noise and vibration testing, verification of proper alignment, overall inspection of the installation, and Owner/Operator training.

END OF SECTION

**SECTION 260000
ELECTRICAL GENERAL**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A The General and/or Special Conditions Sections are a part of this specification and the Contractor shall consult them in detail for instructions pertaining to this work.
- B Section 26 is sub-divided for convenience only.

1.2 SCOPE

- A Furnishing of all labor, material, equipment, supplies, and services necessary to construct and install the complete electrical systems as shown on the drawings and specified herein.
- B Work shall include but is not necessarily limited to the following items:
 - 1. Grounding
 - 2. Lighting
 - 3. Interior Distribution/Branch Circuits
 - 4. Equipment Connections
 - 5. Fire Alarm System

1.3 ELECTRICAL DEMOLITION:

- A Verify field measurements and circuiting arrangements are as shown on Drawings.
 - 1. Verify that abandoned wiring and equipment serve only abandoned facilities.
 - 2. Demolition Drawings are based on casual field observation. Report discrepancies to Architect/Engineer before disturbing existing installation.
 - 3. Beginning of demolition means installer accepts existing conditions.
- B Preparation
 - 1. Disconnect electrical systems in walls, floors, and ceilings scheduled for removal.
 - 2. Provide temporary wiring and connections to maintain existing systems in service during construction.
 - 3. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- C Existing Fire Alarm System:
 - 1. Maintain existing system in service until the modifications to the system have been accepted.
 - 2. Disable system only to make switch overs and connections.
 - 3. Notify Owner and local fire service at least 48 hours before partially or completely disabling system.
 - 4. Minimize outage duration.
 - 5. Make temporary connections to maintain service in areas adjacent to work area.

D Demolition and Extension of Existing Electrical Work

1. Demolish and extend existing electrical work under provisions of this Section.
2. Remove, relocate, and extend existing installations to accommodate new construction.
3. Remove abandoned wiring to source of supply.
4. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes.
 - a. Cut conduit flush with walls and floors, and patch surfaces.
5. Disconnect abandoned outlets and remove devices.
 - a. Remove abandoned outlets if conduit servicing them is abandoned and removed.
 - b. Provide blank cover for abandoned outlets which are not removed
6. Disconnect and remove abandoned panelboards and distribution equipment.
7. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed
1. Disconnect and remove Fire Alarm Control Panel
2. Repair adjacent construction and finishes damaged during demolition and extension work.
3. Maintain access to existing electrical installations which remain active.
 - a. Modify installation or provide access panel as appropriate.
4. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

E Cleaning and Repair

1. Clean and repair existing materials and equipment which remain or are to be reused.
2. Panelboards:
 - a. Clean exposed surfaces and check tightness of electrical connections.
 - b. Replace damaged circuit breakers and provide closure plates for vacant positions.
 - c. Provide typed circuit directory showing revised circuiting arrangement.

F All materials designated to be removed by the Contractor, and not required to be reinstalled, including scrap, shall become the property of the Contractor, and shall be promptly removed from the property.

1.4 JOB CONDITIONS

A Site Inspections:

1. Before submitting proposals, each bidder should visit the site and fully familiarize himself with all job conditions and shall be fully informed as to the extent of his work.
2. No consideration will be given after bid opening date for alleged misunderstanding as to the requirements of work involved in connecting to the utilities, as to requirements of materials to be furnished, or as to the extent of demolition required.

B Existing Conditions: All utilities, existing systems, and conditions shown on the plans as existing are approximate, and the Contractor shall verify before any work is started.

C Maintaining Service: Any existing service (or operating system) which must be interrupted for any length of time shall be supplied with a temporary service as necessary for continuation of the normal operation of this facility

D Accidental Interruptions:

1. All excavation and/or remodeling work required shall be performed with care so as not to interrupt other existing services (water, gas, electrical, sewer, sprinklers, etc.).
2. If accidental utility interruption resulting from work performed by the Contractor occurs, service shall be immediately restored to its original condition without delay, by and at the expense of the Contractor, using skilled workmen of the trade required.

1.5 TEMPORARY POWER

A Furnish and maintain temporary wiring system for light and power for use during construction by all trades.

1. Use solidly grounded system.
2. Limit over-current protection to 20 amperes on No. 12 conductors.
3. Pay for all charges incurred while furnishing power for construction.

1.6 CODES, PERMITS AND INSPECTIONS

A The installation shall comply with all local, state, and federal laws and ordinances applicable to electrical installation and with the regulations of the latest edition of the National Electrical Code (N.E.C.) acceptable to the local authorities where such regulations do not conflict with local, state, and federal laws and ordinances.

B The Contractor shall obtain and pay for all permits and inspection fees, and after completion of the work, shall furnish the Architect a certificate of final inspection and approval from the applicable local inspection authorities.

1.7 DRAWINGS AND SPECIFICATIONS

A The drawings and these specifications are complimentary each to the other.

1. What is called for by one shall be as binding as if called for by both.
- B Where the drawings and/or specifications differ as to quantity or quality, the greater quantity or higher quality shall be provided.
- C Omissions from the drawings and specifications of details of work which are evidently necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such work.
- D In any case of discrepancy in the figures or catalog numbers, the matter shall be submitted to the Architect, who shall promptly make a determination in writing.
- E Any adjustment by the Contractor shall be at the Contractor's own risk and expense.
- F Electrical drawings are diagrammatic only. Do not scale these drawings.
- G All equipment shall be installed in accordance with manufacturer's recommendations and any conflicting data shall be verified before bidding.

1.8 STANDARDS OF MATERIALS AND WORKMANSHIP

- A Materials: All materials shall be new and shall be listed and approved by the Underwriters' Laboratories, Inc., in every case where a standard has been established for a particular type of material in question.
- B ALL ELECTRICAL MATERIAL AND EQUIPMENT PROVIDED BY THE CONTRACTOR SHALL BE NEW AND FREE OF DEFECTS. ALL WORK PERFORMED UNDER THIS SECTION OF THE SPECIFICATIONS SHALL BE CARRIED OUT BY SKILLED WORKERS REGULARLY ENGAGED IN THE PERFORMANCE OF SUCH DUTIES. The entire electrical installation shall be not less than that required by the latest edition of the National Electrical Code, the Occupational Safety and Health Act, and all electrical codes locally enforced in the Project area.
- C Equipment and materials of the same type or classification and used for the same purpose, shall be products of the same manufacturer.

1.9 SUBSTITUTIONS:

- A Reference to a particular product by manufacturer, trade name, or catalog number establishes the quality standards of material and equipment required for this installation and is not intended to exclude products equal in quality and similar design.
- B The Architect reserves the sole right to decide the equality of materials proposed for use in lieu of these specified.
- C It shall be the Contractor's responsibility to furnish the information and data sufficient to establish the quality and utility of the items in question, including furnishing samples if required.

1.10 SHOP DRAWINGS:

- A The Contractor shall submit a list of items proposed for use.
 - 1. He shall also submit catalog data and shop drawings on proposed systems and their components, panelboards, safety switches, starters and contactors, transformers, lighting fixtures, and wiring devices.
- B Where substitutions alter the design or space requirements, the Contractor shall defray all items of cost for the revised design and construction including costs to all allied trades involved.
- C Data shall be submitted within ten (10) calendar days after the contract is awarded.
 - 1. Provide six (6) copies of shop drawings unless a greater number of copies is required by the General Conditions.
 - 2. Each submittal data section shall be covered with an index sheet listing Contractor, Sub-Contractor, Project Name, and an index to the enclosed submittals.
- D Each major section of submittals such as power equipment, lighting fixtures, fire alarm, etc., shall be secured in a booklet or stapled with a covering index which lists the following information:
 - 1. General contractor with phone number and project manager
 - 2. Subcontractor with phone number and project manager.
 - 3. Supplier of equipment with phone number and person responsible for this project
 - 4. Index of each item covered in submittal and model number as proposed in the attached.
 - 5. Any deviation from contract documents shall be specifically noted on submittal cover index and boldly on specific submittal sheet.

1.11 TYPE OF PERMANENT ELECTRICAL SERVICE

- A The existing electrical service is 120/240 volts, 3 phase, 4 wire served from an existing underground service to existing Panel "MDP".. pad mounted transformer.

1.12 OPERATING AND MAINTENANCE MANUALS:

- A At completion of the work, furnish three (3) copies of written operation instructions which shall include manufacturer's descriptive bulletins, operating and maintenance manuals and parts lists of all equipment installed.
- B Also include in such instructions, the specified size and capacity ratings of all equipment installed.
- C Each set of instructions shall be assembled into a suitable loose leaf type binder and presented to the Architect for delivery to the Owner

1.13 RECORD DRAWINGS

- A Record Drawings:

1. Maintain one extra set of black-line, white print drawings for use as Record drawings. These prints shall be marked "Record Drawings" and maintained at the Project site.
2. The Contractor shall record on the prints using a colored pencil all deviations from the Contract Drawings, at the time that such deviations are made.
3. A complete file of accepted field sketches, diagrams, and other changes as may become necessary during the progress of the work shall also be maintained and attached to the set of marked-up prints.
4. As the work is completed, relevant information shall be transferred to a reproducible set, and copies made to be given to the Architect

B Comply with the following for all work specified in Division Sixteen.

1. As-built information shall be shown to scale, using standard symbols listed in the legend.
2. As a minimum, show the following:
 - a. Location of stub-outs, dimensioned from permanent building lines.
 - b. Location and depth of under-slab and in-slab raceways.
 - c. All routing of raceways.
 - d. Corrected panelboard and equipment schedules.
 - e. Corrected circuit numbers as they appear on panelboard directories.
 - f. Corrected motor horsepower and full load amperages
 - g. Number, size, type of insulation, and number of wires in each conduit or multiconductor cable whether in conduit or exposed.
 - h. Location of junction boxes and splices.
 - i. Location of access panels

1.14 INTERFACE WITH OTHER CONTRACTS

- A It shall be the responsibility of the Contractor to cooperate with all other crafts working on this project.
- B All cutting, trenching, backfill, and structural removals to permit entry of the electrical system components shall be done by this Contractor.
- C All patching and finishing shall be done by the General Contractor.

1.15 EQUIPMENT FURNISHED UNDER OTHER SECTIONS

- A This Contractor shall furnish and install complete electrical roughing-in and connection to all equipment furnished under other sections as indicated on drawings.
- B All such equipment shall be set in place as work of other sections.

1.16 EQUIPMENT CONNECTIONS

- A In general, provide electrical power and control systems connections to all equipment shown on drawings.
1. Included are wiring raceways, disconnects, starters, and other devices shown.

2. Excluded are devices furnished integrally with the manufacturer's package and work specified in other sections of these specifications.
- B Packaged air conditioning units are all with starters and contactors.
1. Provide disconnecting means and connect.
 2. Low voltage control of these devices is specified for installation in Division 15.

1.17 GROUNDING

- A Provide grounding and bonding systems in strict accordance with the latest published edition of N.E.C., except where more stringent requirements are specified herein.
- B Inter-connection of neutral and ground is not permitted except at service entrance equipment.
- C Install grounding conductors to permit shortest and most direct path to ground.
- D Concealed joints shall be made by Cadweld method.
- E Where grounding conductors are in raceway, bond conductor and raceway at both ends.
- F Grounding and bonding fittings used shall be UL listed and be compatible with metals used in system.
1. Sheet metal type strap are not acceptable
- G A green insulated ground conductor shall be run in all branch circuit and feeder conduit with phase and/or neutral conductors.
- H Ground conductor shall be sized as noted on drawings or per NEC where not specified on drawings.
1. Minimum size #12 AWG copper.
 2. Conduit box to device strap or yoke screw connection is not sufficient.
 3. Provide an insulated grounding jumper for receptacle circuits.

1.18 GUARANTEE AND SERVICE

- A. Upon completion of all tests and acceptance, the Contractor shall furnish the Owner of a written guarantee covering the electrical work done for a period of one (1) year from date of acceptance.
 - 1. Guarantee includes equipment capacity and performance ratings specified without excessive noise levels.
- B. Upon notice from the Architect or the Owner, the Contractor shall, during the guarantee period, rectify and replace any defective material or workmanship and repair any damage caused thereby without additional cost.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All equipment and materials shall have ratings established by the recognized independent agency or laboratory.
- B. The Contractor shall apply the items used on the project within the ratings and subject to any stipulations or exceptions established by the independent agency or laboratory.
- C. Use of equipment or materials in applications beyond that certified by the agency or beyond that recommended by the manufacturer shall be cause for removal and replacement of such misapplied items.

2.2 PANELBOARDS

- A. Circuit breaker panelboards shall be with sequence phased bus bars and molded case circuit breakers.
- B. Circuit breakers shall be quick-make, quick-break, trip indicating, each pole containing thermal and magnetic trip units.
- C. Provide two and three pole circuit breakers with common trip, without relying on handle ties. Tandem type breakers and bailed tied handles of single unit breakers shall not be acceptable for this work.
- D. Submit shop drawings showing cabinet dimensions, circuit breaker electrical ratings, and bussing arrangements. All bussing shall be copper.
- E. Panelboards shall be of type specified on drawings or equivalent as manufactured by Siemens, GE, Challenger or Square D.
 - 1. Note that dimensions may be critical, do not exceed dimensions of the specified manufacturer without prior approval.

2.3 NAMEPLATES

- A. Each new panel shall have an external micarta engraved nameplate.

- B. Disconnect switches, starters or similar devices shall have a micarta engraved nameplate mechanically affixed (no glue) indicating the load served and the location, such as "A/C 2" or "A/C 3 above ceiling".
- C. Letters shall be 1/4" black on a white background. Panels shall be designated in this manner.

"Panel G"
120/240 Volts
3 Phase, 4 Wire"

2.4 DIRECTORIES

- A. For panelboards, install typewritten directories, listing each branch circuit, identifying space and equipment it controls.
- B. Label panels, disconnect switches, pushbuttons, motor starters, and time clocks with identification shown on plans using engraved nameplates,
- C. Identify main electrical service disconnecting means using engraved nameplate.

2.5 DISCONNECT SWITCHES

- A. Furnish heavy duty disconnect switches.
- B. Switches shall be a product of the same manufacturer as panelboards, using a quick-make, quick-break mechanism.
- C. Enclosure shall be NEMA Type conforming to area in which it is installed.

2.6 FUSES

- A. Furnish fuses for fusible equipment.
 - 1. Supply one (1) set of 3-spare fuses for each size used.
 - 2. Provide spare fuse cabinet.
- B. Motor circuit fuses shall be Fusestrons rated between 125 and 150 percent of name plate rating or as specified by the equipment manufacturer.

2.7 RACEWAY AND FITTINGS

- A. Conduit Systems: Acceptable types of conduit:
 - 1. Hot dipped galvanized rigid steel (GRS)
 - 2. Electrical Metallic Tubing (EMT)
 - 3. Polyvinyl Chloride - Schedule 40 (PVC 40)
 - 4. Polyvinyl Chloride - Schedule 80 (PVC 80)
 - 5. Flexible Metallic Conduit (1/2" min. trade size) (FLEX)
 - 6. Liquid Tight Flexible Metallic Conduit (1/2" min. trade size) (LQFLEX)

- B. Conduits installed in earth fill, in concrete, or in solid masonry structures shall be PVC 40.
- C. Conduits installed in moist and/or damp locations shall be PVC 40 or GRS.
- D. Conduits subject to mechanical injury shall be GRS.
- E. Conduits for connection to motors or vibrating equipment shall be LQFLEX not less than 18" long and not over 60" long.
- F. Conduits run concealed in the hollow space of non-masonry wall or above suspended ceilings shall be EMT.
- G. Exposed conduits shall be run at right angles to or parallel with building lines and exposed structure.
- H. In all cases, conduit runs shall be grouped together where possible and shall be supported from the building structure, not for any suspended ceiling support system.
- I. Install conduits passing through building sidewalls or through beams below grade with expansion/deflection fittings.
 - 1. Install expansion fittings where conduit crosses an expansion joint.
- J. Where conduit penetrates damp-proofing membranes, cut the membrane carefully around the conduit and seal the joint with pressure sensitive tape.
- K. Support raceways securely with pipe straps, wall brackets, conduit hangers or ceiling trapeze.
 - 1. Fastenings shall be by wood screws or screw type nails to wood, by toggle bolts to concrete block, expansion bolts on concrete or brick, and beam clamp types on steel or bar joists.
 - 2. Raceways shall not be fastened to suspended ceiling supports but must have independent support from the structure.
 - 3. Supporting devices shall be of materials having corrosion protection at least equal to the raceway.
 - 4. A support shall be provided as close as practical to, and not exceeding 18" from an unsupported box or from change of direction.
 - 5. In horizontal runs, this support may be omitted if the box is independently supported and the box connection is not made with chase nipple or threadless box connector.
 - 6. In vertical runs, load produced by weight of the raceway and conductors shall not be carried by the raceway terminal, but must be carried entirely by conduit supports.
 - 7. Install conduit supports in strict accordance with the following table, except as required by support for boxes and changes in direction:
- L. Raceway Support Spacing:

MAXIMUM TRADE SIZE (INCHES)	LOCATION OF RUNS	SUPPORT SPACING
--------------------------------	------------------	--------------------

½, ¾	Exposed, Horizontal	7 feet
1 and larger	Exposed, Horizontal	10 feet
All sizes	Concealed, Horizontal	10 feet
½, ¾	Exposed, Vertical	7 feet
1, 1¼	Exposed, Vertical	8 feet
1 ½ and larger	Exposed, Vertical	10 feet
All sizes	Concealed, Vertical	10 feet

- M. For conduit runs that are not sized on drawings, the maximum conduit fill shall be computed using the requirements for Type THW conductors although the actual wiring is with Type THWN or other type of conductors having smaller cross-sections.
1. This requirement is made to provide spare conduit capacity.
- N. Install all required sleeves for conduits passing through concrete slabs.
1. Fire proof space between conduit and sleeve after installation using of mineral wool.

2.8 CONDUCTORS

- A. All conductors shall be installed in conduit.
- B. Conductors for building wiring shall have THHN/THWN, 600 volt insulation and shall be soft-drawn copper of standard American Wire Gauge (AWG) size.
1. No aluminum conductors will be allowed.
- C. Minimum size shall be No. 12. All wire No. 8 and larger shall be stranded.
- D. All branch circuits No. 10 and smaller shall be wired with color-coded wire with the same color used for a system throughout the building.
- E. Power feeders and branch circuits larger than No. 10 shall either be fully color coded or shall have black insulation and be similarly color coded with tape or paint in all junction boxes and panels.
1. Where tape or paint is used to identify conductors, apply at all terminations, junction boxes, pull boxes and wireways.
 2. Apply tape, butt lapped, or paint for a minimum distance of 2" and, where applied to ends of conductors, start at cut end of the conductor insulation.
 3. Tape shall not cover manufacturers conductors shall be color coded or labeled as necessary for clear identification.
 4. Color coding of all conductors shall be as follows:

120/208/240 Volt Three Phase (Wye) System

Phase A:	Black
Phase B:	Red
Phase C	Blue

Neutral: White
Ground: Dark Green

2.9 JUNCTION AND PULL BOXES

- A. Junction and pull boxes shall meet requirements of National Electrical Code.
- B. Standard manufactured boxes shall be listed by Underwriters' Laboratories, Inc.
 - 1. Where custom designed and fabricated boxes are needed, they shall meet the construction standards of Underwriters' Laboratories, Inc. and the N.E.C.
- C. Junction and pull boxes shall be installed where required by National Electrical Code and where necessary to facilitate pulling of wire or cable.
 - 1. Considerations are sizes of wire and cable, number of bends in raceway, and conductor support requirements in vertical raceways.
 - 2. Maximum distance between terminations at junction or pull boxes, cabinets, or other points of termination shall not exceed 250 feet for straight horizontal runs.
 - 3. This length shall be decreased 50 feet for each 90° bend.

2.10 OUTLETS

- A. Outlet boxes shall be one piece or projection welded, galvanized stamped steel for gang sizes required.
 - 1. Where several devices are located on drawings in the same general location, use multi-gang boxes.
 - 2. Sectional boxes are not acceptable.
- B. Boxes shall be sized in accordance with National Electrical Code.
- C. Boxes required for communications systems, mechanical control devices, etc., shall be installed under this section of the specifications.
- D. Verify outlet box locations and sizes required for systems other than electrical power from shop and manufacturer's drawings, and install outlets as per those requirements
- E. Boxes for wall and ceiling outlets shall finish flush and straight.
 - 1. Wall outlets in exposed concrete block, masonry, and tile walls shall be installed with extra deep square corner boxes or with standard boxes and square cornered tile wall covers so that conduit offsets are not required.
 - 2. Openings in concrete blocks or masonry walls shall be saw cut with an opening tolerance of 1/8" on all sides, the opening shall have bottom of box at nearest masonry joint to dimension indicated.
 - 3. For other wall finishes, boxes shall be installed with plaster or device type covers as required.
 - 4. No outlets shall be installed back-to-back.

Where outlets occur in stud walls back to back on opposite sides, they shall be

isolated by a stud between them

2.11 WIRING DEVICES

- A. Colors: Wiring device and plate colors shall be selected by Architect for individual rooms from one of the following colors (unless another color is noted): Brown, ivory, gray, white.
- B. Receptacles:
 - 1. Duplex receptacles shall be specification grade, 20 amps, 125 volts with grounding terminal (NEMA 5-20R configuration).
 - 2. All receptacles shall be such depth as to permit mounting in outlet boxes 1½" or greater in depth without the use of spacers
 - 3. All receptacles shall accept standard duplex wall plates.
 - 4. All receptacles shall be noise suppressed and shall be UL listed.
- C. Switches: Standard flush tumbler switches shall be specification grade, 20 amps, 120/277 volts A-C only, single pole, three-way or four-way as shown, single throw with screw terminals arranged for side wiring.
- D. Device Plates: Shall be specification grade, high impact thermoplastic type.
 - 1. Color to match device.
- E. Ground Fault Receptacles: Ground fault circuit interrupting duplex receptacles shall be specification grade, 20 amps, 125 volts with grounding terminal.
 - 1. Units shall have line and load terminals such that connection to load terminals will provide ground fault protection for other receptacles

2.12 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protections: Take necessary precautions to protect all material, equipment, apparatus, and work from damage.
 - 1. Failure to do so to the satisfaction of the Architect will be sufficient cause for the rejection of the material, equipment, or work in question.
 - 2. Contractor is responsible for the safety and good condition of the materials installed until final acceptance by the Owner.
- B. Cleaning: Conduit openings shall be capped or plugged during installation.
- C. Fixtures and equipment shall be tightly covered and protected against dirt, moisture, chemical, and mechanical injury.
 - 1. At the completion of the work, the fixtures, material and equipment shall be thoroughly cleaned and delivered in condition satisfactory to the Architect.

2.13 FIRE RATING

- A. Installation under this division shall be so made that the fire-protective rating of fire walls and fire-resistant or fire-stopped walls, partitions, ceilings and floors will be substantially

equivalent to its original rating

- B. Contractors attention is called to review architectural plans and specifications for approved methods of fire rating materials approved and installation methods.

PART 3 - EXECUTION

3.1 PAINTING

- A. Contractor shall touch-up or refinish all items of electrical equipment furnished with a factory finish coat of paint and which may have been damaged regardless of cause.

3.2 TESTING AND BALANCING

- A. Balance all single phase loads connected to all panelboards to ensure an approximate equal division on these loads on main power supply serving building.

- 1. All tests shall be made in accordance with the latest standards of the IEEE and the NEC.

- B. The installation shall be tested for performance, grounds and insulation resistance.

"Megger" type instruments shall be used.

Contractor shall perform circuit continuity and operational tests on all equipment furnished or connected by Contractor.

The tests shall be made prior to final inspection.

The Contractor shall provide all testing equipment and all costs shall be borne by him.

Written reports shall be made of all tests.

These reports shall be turned over to the Architect at time of final inspection.

All faults shall be corrected immediately.

3.3 CLEANING UP

- A. The Contractor shall remove all oil, grease, or other stains resulting from his work performed in the building or the exterior thereof.

END OF SECTION

DRAWINGS

FIGURES PARK COMMUNITY CENTER
MECHANICAL IMPROVEMENTS
CITY OF MOBILE, ALABAMA
PROJECT NO. PR-035-25
I.E. PROJECT NO. : COM-2025-02-28

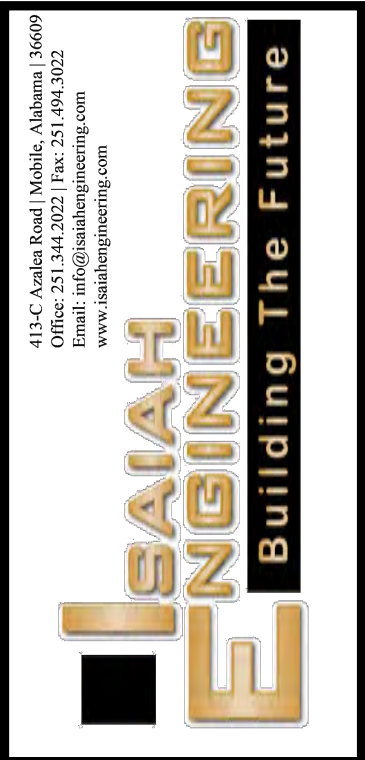


VICINITY MAP
N.T.S.

DRAWING INDEX

SHEET NO.	DESCRIPTION
GENERAL	
G-1.0	COVER SHEET
MECHANICAL	
M-1.0	MECHANICAL - LEGENDS AND SYMBOLS
M-2.0	MECHANICAL - DEMOLITION WORK PLAN
M-3.0	MECHANICAL - NEW WORK PLAN
M-4.0	MECHANICAL - DETAILS
M-5.0	MECHANICAL - DUCT CLEANING PLAN
ELECTRICAL	
E-1.0	ELECTRICAL - DIAGRAMS, LEGENDS AND SYMBOLS
E-2.0	ELECTRICAL - DEMOLITION WORK PLAN
E-3.0	ELECTRICAL - NEW WORK PLAN

FIGURES PARK COMMUNITY CENTER MECHANICAL IMPROVEMENTS
CITY OF MOBILE ALABAMA
658 DONALD STREET C
MOBILE, ALABAMA 36617



DATA
SCALE AS NOTED
CLIENT NO. PR-035-25
ISAHN NO. COM-2025-02-28
DRAWN BY: N. EVERETT
DESIGN BY: N. EVERETT
REVIEWED BY: M. HEIDELBERG

REVISIONS



FILE: -
DATE: 7/30/2025

G-1.0
COVER SHEET

GENERAL NOTES:

1.

ALL HVAC WORK SHALL CONFORM TO FEDERAL, STATE, AND LOCAL CODES AND REGULATIONS. ALL HVAC WORK SHALL BE PERFORMED BY A LICENSED HVAC CONTRACTOR AND SHALL BE INSTALLED NEATLY, PLUMB AND ORDERLY. THE COMPLETED SYSTEMS SHALL BE FULLY OPERATIONAL.
2.

ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, CONFORM TO APPLICABLE LOCAL CODES AND THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ).
3.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACCURACY OF POSITIONS, SIZES AND LOCATIONS OF MECHANICAL EQUIPMENT. THE EXISTING CONDITION IS NOT GUARANTEED BY ENGINEER OR THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SAME. IF THE CONTRACTOR PERFORMS ACTIVITY WHEN THE CONTRACTOR KNOWS, OR SHOULD KNOW IN EXERCISE IN REASONABLE DILIGENCE, THAT AN ACTIVITY INVOLVES AN ERROR, INCONSISTENCY, OR OMISSION IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL ASSUME APPROPRIATE REASONABILITY FOR SUCH PERFORMANCE AND SHALL BEAR AN APPROPRIATE AMOUNT OF THE COST ATTRIBUTABLE FOR CORRECTION.
4.

THE DRAWINGS ARE DIAGRAMMATIC AND SHOW ONLY THE GENERAL ARRANGEMENTS OF ALL THE EQUIPMENT. BECAUSE OF THE SMALL SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO SHOW OR INDICATE ALL OFFSETS, FITTINGS AND ACCESSORIES WHICH MAY BE REQUIRED TO AVOID STRUCTURAL FEATURES.
5.

THE CONTRACTOR SHALL OBTAIN ALL PERMITS. PER THE CITY OF MOBILE, ALL PERMIT FEES SHALL BE WAIVED.
6.

THE CONTRACTOR SHALL REVIEW PLANS AND SPECIFICATIONS OF ALL TRADES PRIOR TO BID IN ORDER TO ASSURE AN ACCURATE UNDERSTANDING OF THE EXACT PROJECT SCOPE. ANY ITEMS REQUIRING CLARIFICATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE BID DATE.
7.

ALL HVAC EQUIPMENT AND COMPONENTS SHALL BE PROVIDED BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED.
8.

THE HVAC CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL CONTRACTOR FOR EQUIPMENT POWER CONNECTIONS.
9.

REFER TO SPECIFICATIONS FOR EQUIPMENT MANUFACTURERS OR APPROVED EQUALS.
10.

CONTRACTOR SHALL SUBMIT ONE (1) HARD COPY AND ONE (1) PDF FORMAT COPY OF THE SHOP DRAWINGS FOR ENGINEER TO REVIEW.
11.

VIBRATION ISOLATION SHALL BE INSTALLED UNDER THE NEW CONDENSING UNITS (BASE BID). THEY SHALL ALSO BE INSTALLED IF THE EXISTING AIR HANDLING UNITS ARE REPLACED WITH NEW AIR HANDLING UNITS (BID ALTERNATE NO. 1)
12.

THE FILTERS FOR THE AIR HANDLING UNITS SHALL BE PLEATED AND HAVE A MERV RATING OF 8 OR GREATER.
13.

THE SCOPE OF WORK (BASE BID) FOR THE PROJECT SHALL BE AS FOLLOWS:

A.

REMOVAL AND REPLACEMENT OF CONDENSING UNIT CU-1A

B.

REMOVAL AND REPLACEMENT OF CONDENSING UNIT CU-1B

C.

REMOVAL AND REPLACEMENT OF CONDENSING UNIT CU-2A

D.

REMOVAL AND REPLACEMENT OF CONDENSING UNIT CU-2B

E.

REMOVAL AND REPLACEMENT OF COOLING COIL FOR THE EXISTING AHU-1 (FOR NEW REFRIGERANT - R454B OR R32).

F.

REMOVAL AND REPLACEMENT OF COOLING COIL FOR THE EXISTING AHU-2 (FOR NEW REFRIGERANT - R454B OR R32).

G.

REMOVAL AND REPLACEMENT OF HOT WATER BOILER B-1

H.

REMOVAL AND REPLACEMENT OF 2-INCH HOT WATER GATE VALVES (QTY. 10) FOR AHU-1 AND AHU-2.

I.

REPAIRING OF LEAKS AND REPAIRING DAMAGED AND CORROSION STAINED INSULATION ON THE HOT WATER PIPING SYSTEM.

J.

REMOVAL OF CORROSION FROM THE HOT WATER PUMPS.

K.

REMOVAL AND REPLACEMENT OF RETURN AIR GRILLES INSIDE THE GYMNASIUM.

L.

REMOVAL, CLEANING AND REINSTALLATION OF EXISTING DUCT DETECTORS FOR AHU-1 AND AHU-2.

M.

REMOVAL AND REPLACEMENT OF THE LIQUID AND SUCTION REFRIGERANT LINES FROM AHU-1 AND AHU-2 TO THEIR RESPECTIVE CONDENSING UNITS (FOR NEW REFRIGERANT - R454B OR R32).

N.

REMOVAL AND REPLACEMENT OF THERMOSTATIC EXPANSION VALVES (TXV) FOR AHU-1 AND AHU-2 (FOR NEW REFRIGERANT - R454B OR R32).

O.

CLEANING THE DUCTWORK FOR THE ENTIRE BUILDING AND REPAIRING ANY LEAKS IN ACCORDANCE WITH SPECIFICATION SECTION 230130.
14.

BID ALTERNATE #1 TO THE SCOPE OF WORK SHALL BE AS FOLLOWS:

A.

REMOVAL AND REPLACEMENT OF EXISTING AIR HANDLING UNIT AHU-1.

B.

REMOVAL AND REPLACEMENT OF EXISTING AIR HANDLING UNIT AHU-2.
15.

THE EXISTING CONDENSING UNIT STANDS SHALL BE REMOVED AND THE NEW CONDENSING UNITS SHALL HAVE VIBRATION ISOLATION PADS INSTALLED UNDERNEATH.
16.

ALL NEW EQUIPMENT SHALL HAVE A MINIMUM WARRANTY PERIOD OF ONE (1) YEAR.
17.

THE CONTRACTOR SHALL PROVIDE LABOR AND MATERIALS TO INSTALL COMPLETE AND FULLY FUNCTIONAL HVAC SYSTEM.
18.

CONTRACTOR SHALL ENSURE THAT ALL WORK MEETS ALL CODE REQUIREMENTS AND SHALL ENSURE THAT INSTALLATION IS COMPLETED IN A PROFESSIONAL MANNER.
19.

ALL MATERIAL AND EQUIPMENT PROVIDED BY THE CONTRACTOR SHALL BE NEW AND FREE OF DEFECTS. ALL WORK PERFORMED UNDER THIS SECTION OF THE SPECIFICATIONS SHALL BE CARRIED OUT BY SKILLED WORKERS REGULARLY ENGAGED IN THE PERFORMANCE OF SUCH DUTIES.
20.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-PIPING ALL PIPING THAT IS CHANGED, REMOVED AND/OR DAMAGED WITH SIMILAR GRADE PIPING.
21.

THE EXISTING DDC (DIRECT DIGITAL CONTROL) SYSTEM SHALL REMAIN IN PLACE TO CONTROL THE NEW EQUIPMENT.
22.

THE CONTRACTOR SHALL OBSERVE PROPER ENVIRONMENTAL PROCEDURES FOR THE REMOVAL OF EXISTING EQUIPMENT AND CHARGING OF THE NEW EQUIPMENT.

ABBREVIATIONS

A	AMPS	MAG	MAGNETIC (METER or STARTER)
A/C	AIR CONDITIONING	MAN	MANUAL
A.F.F.	ABOVE FINISHED FLOOR	M.B.	MAIN BREAKER
AHU	AIR HANDLING UNIT	MCM	THOUSAND CIRCULAR MILS
A.I.C.	AMPS INTERRUPTING CAPACITY (SHORT CIRCUIT)	MCS	MOLDED CASE SWITCH
AI	ALUMINUM	MECH.	MECHANICALLY (HELD)
AM	AMMETER	MT.	MOUNT
AUTO	AUTOMATIC	MTD.	MOUNTED
AUX	AUXILIARY	N. NEUT	NEUTRAL
AWG	AMERICAN WIRE GAUGE	N.C.	NORMALLY CLOSED
B	BARE	N.O.	NORMALLY OPEN
C	CONDUIT	OHE	OVER HEAD ELECTRICAL LINE
C.B.	CIRCUIT BREAKER	O.L.'s	OVERLOADS (THERMAL)
CH.	CHILLED	OUT	OUTPUT
CKT	CIRCUIT	P	POLE(S)
Cu	COPPER	PNL	PANEL OR PANELBOARD
CONN.	CONNECTED	P.T.	POTENTIAL TRANSFORMER
CPT	CONTROL POWER TRANSFORMER	#(SUFFIX)	POUNDS WEIGHT
CR	CONTROL RELAY	#(PREFIX)	WIRE GAUGE (AWG)
C.O.	CONDUIT ONLY	Ø	PHASE
C.T.	CURRENT TRANSFORMER	REC	RECEPTACLE
D	DEEP	RECEPT	RECEPTACLE
DC	DIRECT CURRENT	S.C.	SHORT CIRCUIT (DUTY)
DISC.	DISCONNECT	SN	SOLID NEUTRAL
DN	DOWN	SOL	SOLID (CONDUCTOR)
EA	EACH	SQ.	SQUARE
E.O.	ELECTRIC OPERATOR	ST	SHUNT TRIP
ELEC	ELECTRIC	STR.	STARTER
E.BM	EMERGENCY	SW.	SWITCH
EX. RE.	EXIST. RELOCATED	T.B.B.	TELEPHONE BACK BOARD
EQ.	EQUIPMENT (GROUND)	TEL	TELEPHONE
FA	FIRE ALARM	TEMP	TEMPERATURE (CONTROL)
FU	FUSE(S)	T.O.E.	TIMED ON ENERGIZATION
FUT	FUTURE	TYP.	TYPICAL
G. GR.	GROUND	UPS	UNINTERRUPTIBLE POWER SYSTEM
GRDG.	GROUNDING	UG	UNDERGROUND
GFI	GROUND FAULT INTERRUPTING	UGP	UNDERGROUND PRIMARY
H.	HIGH. (MOUNTING HEIGHT TO CENTER LINE)	UGS	UNDERGROUND SECONDARY
H.O.A.	HAND-OFF AUTOMATIC SWITCH	W	WATTS OR WIRE (USE CONTEXT)
HT	HEAT	W	100W (WATTS) 3W (WIRE)
IG	ISOLATED GROUND	W.H.	WATER HEATER
ISO	ISOLATED	WP	WEATHERPROOF
IN	INPUT	WW	WIREWAY (or GUTTER)
INS	INSULATED	V	VOLTS
INST.	INSTALL OR INSTRUMENT	VAC	VOLTS ALTERNATING CURRENT
J.B.	JUNCTION BOX	VM	VOLTMETER
K.O.	KNOCK OUT		
KW	KILOWATTS		
LTG.	LIGHTING		
LG	LONG		

SEQUENCE OF OPERATIONS:

1.
- COOLING OPERATIONS (TWO STAGE CONDENSING UNITS):

WHEN COOLING FOR THE SPACE IS REQUIRED, THE FIRST OF TWO (2) CONDENSING UNITS ACTIVATES, SENDING REFRIGERANT TO THE RESPECTIVE AIR HANDLING UNIT. THEN THE FAN FOR THE AIR HANDLING UNIT COMES ON TO PROVIDE COOL AIR TO THE SPACE. IF THE SPACE DEMANDS MORE COOLING, THAN WHAT THE FIRST CONDENSING UNIT IS CAPABLE OF PROVIDING, THEN THE SECOND OF THE (2) CONDENSING UNITS IS ACTIVATED TO PROVIDE MORE REFRIGERANT FLOW TO THE AIR HANDLING UNIT, THEREFORE HAVING BOTH OF THE TWO (2) CONDENSING UNITS RUNNING. AFTER THE SPACE COOLING DEMAND HAS BEEN MET THEN THE CONDENSING UNITS DEACTIVATE, THEN THE AIR HANDLING UNIT FAN DEACTIVATES AFTER BOTH CONDENSING UNITS ARE DEACTIVATED.

2.
- HEATING OPERATIONS (BOILER & HOT WATER PUMPS):

WHEN HEATING FOR THE SPACE IS REQUIRED, THE HOT WATER BOILER ACTIVATES, HEATS THE WATER, THEN THE HOT WATER PUMP(S) ACTIVATE, SENDING HOT WATER TO THE AIR HANDLING UNIT. THEN THE FAN FOR THE AIR HANDLING UNIT IS ACTIVATED TO PROVIDE WARM AIR TO THE SPACE. AFTER THE SPACE HEATING DEMAND HAS BEEN MET, THEN THE HOT WATER PUMPS DEACTIVATE, THE BOILER DEACTIVATE, AND THEN THE AIR HANDLING UNIT FAN DEACTIVATES.

AIR HANDLING UNIT (AHU) SCHEDULE (ALTERNATE BID #1)

AIR HANDLING UNIT (AHU) SCHEDULE (ALTERNATE BID #1)																											
									COOLING								HEATING										
MARK	+ MANUFACTURER	MODEL NO.	VOLTAGE	FAN MOTOR (QTY. 2) BHP	FAN ELECTRICAL POWER (KW)	FLA (AMPS)	MCA (AMPS)	MOCP (AMPS)	DESIGN SUPPLY AIR CFM	DESIGN OUTDOOR AIR CFM	COIL FACE VELOCITY (FPM)	ENTERING AIR TEMP (°F) DB/WB	LEAVING AIR TEMP (°F) DB/WB	TONNAGE	BTUH	SYSTEM IEER	COOLING COIL TYPE	DESIGN MBH	DESIGN OUTDOOR AIR CFM	ENTERING AIR TEMP (°F)	LEAVING AIR TEMP (°F)	HEATING COIL TYPE	COIL CONNECTION PIPE SIZE	ENTERING WATER TEMP (°F)	LEAVING WATER TEMP (°F)	GPM	REMARKS
AHU-1	TRANE	UCCAM21A0G0HZB	208/3/60	2.041 x 2	4.12	23.30	26.15	35.00	8,000	1675	393	80.00 / 67.00	54.26 / 53.61	27.36	328,360	12.4	DIRECT EXCHANGE	303.66	1675	55.00	90.00	HOT WATER	2 IN.	180.00	129.68	12.07	ALT. BID #1. SEE GENERAL NOTE NOS. 13 & 14
AHU-2	TRANE	UCCAH25A0G0EZB	208/3/60	4.695 x 2	8.13	37.30	46.50	80.00	11,800	2075	493	80.00 / 67.00	56.47 / 55.43	35.48	425,740	12.4	DIRECT EXCHANGE	447.90	2075	55.00	90.00	HOT WATER	2 IN.	180.00	138.72	21.70	ALT. BID #1. SEE GENERAL NOTE NOS. 13 & 14

+ OR APPROVED EQUAL

CONDENSING UNIT (CU) SCHEDULE (BASE BID)

MARK	+ MANUFACTURER	MODEL NO.	TONNAGE	REFRIGERANT	SYSTEM IEER	SUCTION LINE CONNECTION SIZE (IN.)	LIQUID LINE CONNECTION SIZE (IN.)	VOLTAGE	MCA (AMPS)	MOCP (AMPS)	DIMENSIONS (L/W/H, in.)	REMARKS
CU-1A	TRANE	TTA150K3DAA	12.5	R-454B	12.4	1.125	0.500	208-230/3/60	66.00	90.00	52 x 40 x 51	BASE BID. SEE GENERAL NOTE NOS. 13, 14 & 15
CU-1B	TRANE	TTA150K3DAA	12.5	R-454B	12.4	1.125	0.500	208-230/3/60	66.00	90.00	52 x 40 x 51	BASE BID. SEE GENERAL NOTE NOS. 13, 14 & 15
CU-2A	TRANE	TTA180K3DAA	15.0	R-454B	12.4	1.375	0.500	208-230/3/60	74.00	100.00	94 x 46 x 46	BASE BID. SEE GENERAL NOTE NOS. 13, 14 & 15
CU-2B	TRANE	TTA180K3DAA	15.0	R-454B	12.4	1.375	0.500	208-230/3/60	74.00	100.00	94 x 46 x 46	BASE BID. SEE GENERAL NOTE NOS. 13, 14 & 15

+ OR APPROVED EQUAL

HOT WATER BOILER SCHEDULE (BASE BID)

MARK	+ MANUFACTURER	MODEL NO.	TYPE	INPUT CAPACITY (MBH)	OUTPUT CAPACITY (MBH)	WATER FLOW (GPM)	PRESSURE DROP (FT. WG)	THERMAL EFFICIENCY (%)	ENTERING WATER TEMP (°F)	LEAVING WATER TEMP (°F)	PRESSURE RATING	OPERATING PRESSURE	BURNER HP	BLOWER MOTOR CURRENT	MOCP	VOLTAGE	WATER INLET/OUTLET NPT (IN.)	GAS CONNECTION NPT (IN.)	DIMENSIONS (L/W/H, in.)	REMARKS
HB-1	RAYPAK	XVL-H7-406L	NATURAL GAS	399	391	34	5	98	120	140	60 PSIG	30 PSIG	7.5	11 AMPS	20 AMPS	120/1/60	2	1	39 x 27 x 60	BASE BID. SEE GENERAL NOTE NOS. 13 & 14.

+ OR APPROVED EQUAL

FIGURES PARK COMMUNITY CENTER MECHANICAL IMPROVEMENTS

CITY OF MOBILE ALABAMA

658 DONALD STREET C
MOBILE, ALABAMA 36617



DATA
SCALE AS NOTED
CLIENT NO. PR-08-25
ISSAH NO. CDM-2025-02-28
DRAWN BY: B. BERKTRAND
DESIGN BY: M. HEIDELBERG
REVIEWED BY: N. EVERETT

REVISIONS

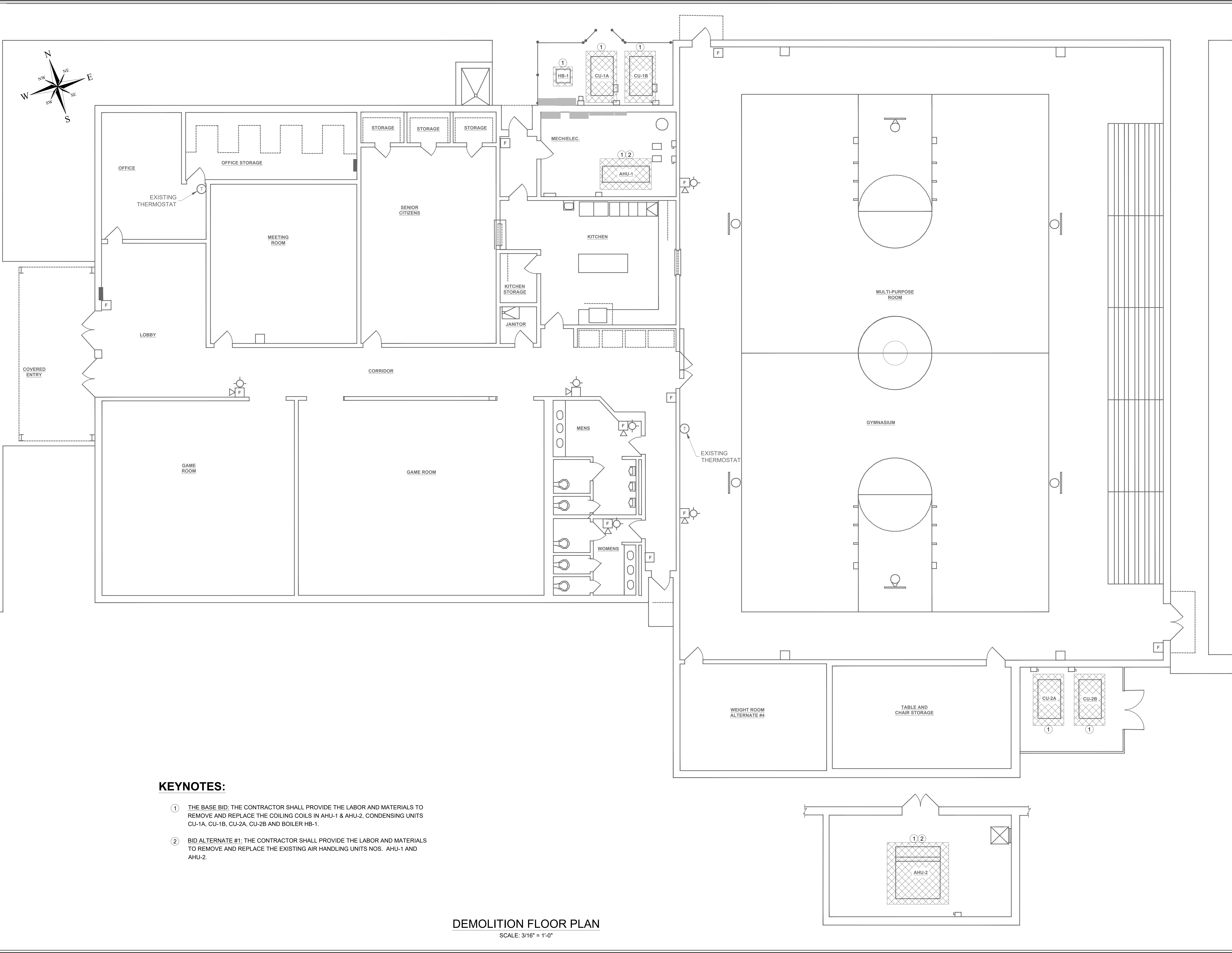


STAMP VALID ONLY IF SIGNED & DATED

FILE: -
DATE: 7/30/2025

M-1.0
MECHANICAL
LEGENDS & SYMBOLS

F:\COM 2025-02-28 MICHEAL FIGURES COMMUNITY CENTER REHAB\DRAWINGS\M-1 THRU M-4 MECH PLANS NO REV_2025-07-29.DWG



KEYNOTES:

- ① THE BASE BID: THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO REMOVE AND REPLACE THE COILING COILS IN AHU-1 & AHU-2. CONDENSING UNITS CU-1A, CU-1B, CU-2A, CU-2B AND BOILER HB-1.
- ② BID ALTERNATE #1: THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO REMOVE AND REPLACE THE EXISTING AIR HANDLING UNITS NOS. AHU-1 AND AHU-2.

DEMOLITION FLOOR PLAN
SCALE: 3/16" = 1'-0"

FIGURES PARK COMMUNITY CENTER MECHANICAL IMPROVEMENTS
CITY OF MOBILE ALABAMA
658 DONALD STREET C
MOBILE, ALABAMA 36617



DATA
SCALE AS NOTED
CLIENT NO. PR-035-25
ISAAH NO. COM 2025-02-28
DRAWN BY: B. BERTRAND
DESIGN BY: M. HEIDELBERG
REVIEWED BY: N. EVERETT

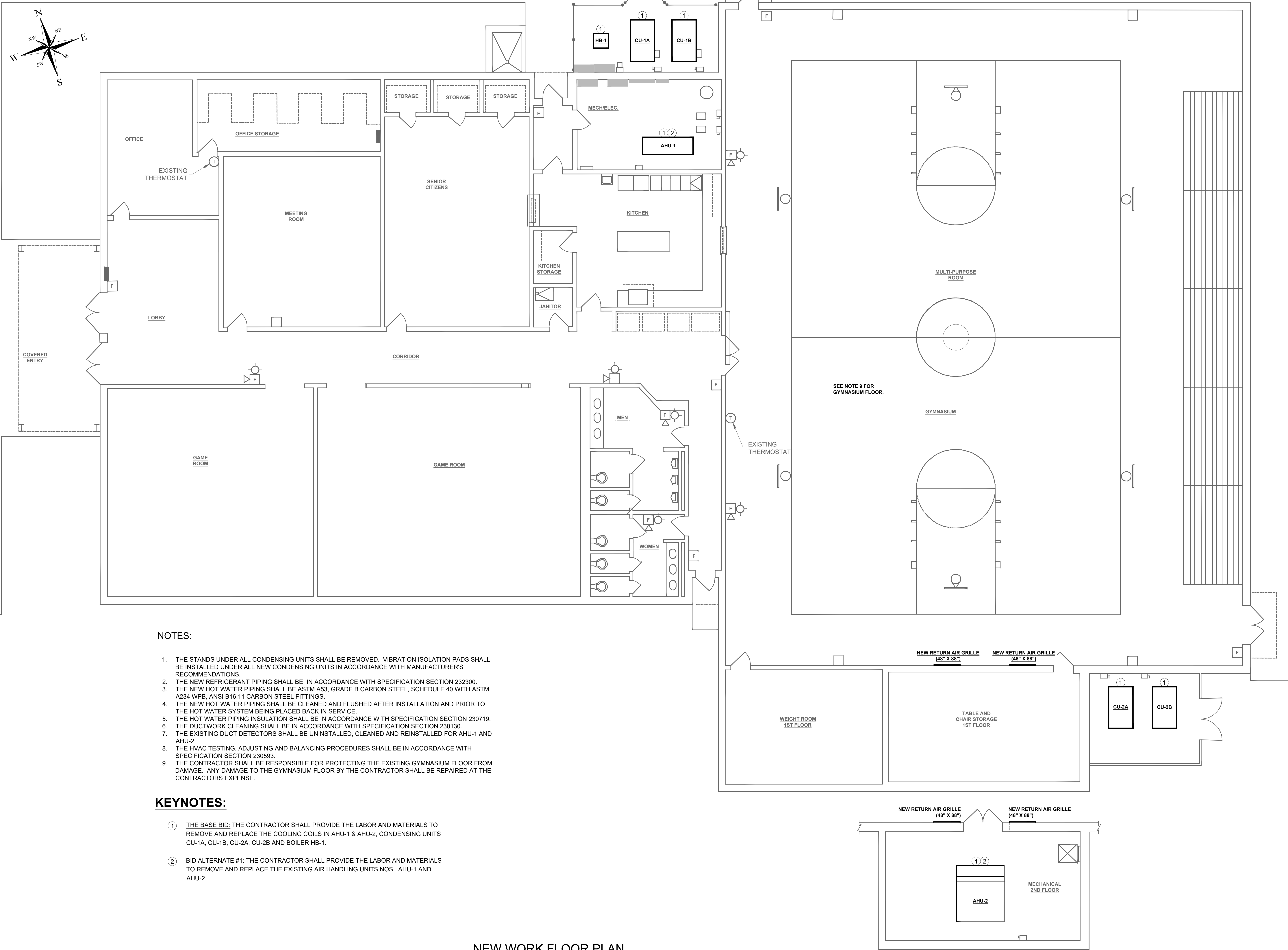
REVISIONS



FILE: -
DATE: 7/30/2025

M-2.0
MECHANICAL
DEMOLITION PLAN

F:\COM 2025-02-28 MICHEAL FIGURES COMMUNITY CENTER REHAB\DRAWINGS\M-1 THRU M-4 MECH PLANS, NO REV_2025-07-29.DWG



NOTES:

1. THE STANDS UNDER ALL CONDENSING UNITS SHALL BE REMOVED. VIBRATION ISOLATION PADS SHALL BE INSTALLED UNDER ALL NEW CONDENSING UNITS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
2. THE NEW REFRIGERANT PIPING SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 232300.
3. THE NEW HOT WATER PIPING SHALL BE ASTM A53, GRADE B CARBON STEEL, SCHEDULE 40 WITH ASTM A234 WPB, ANSI B16.11 CARBON STEEL FITTINGS.
4. THE NEW HOT WATER PIPING SHALL BE CLEANED AND FLUSHED AFTER INSTALLATION AND PRIOR TO THE HOT WATER SYSTEM BEING PLACED BACK IN SERVICE.
5. THE HOT WATER PIPING INSULATION SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 230719.
6. THE DUCTWORK CLEANING SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 230130.
7. THE EXISTING DUCT DETECTORS SHALL BE UNINSTALLED, CLEANED AND REINSTALLED FOR AHU-1 AND AHU-2.
8. THE HVAC TESTING, ADJUSTING AND BALANCING PROCEDURES SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 230593.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE EXISTING GYMNASIUM FLOOR FROM DAMAGE. ANY DAMAGE TO THE GYMNASIUM FLOOR BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.

KEYNOTES:

- ① THE BASE BID: THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO REMOVE AND REPLACE THE COOLING COILS IN AHU-1 & AHU-2, CONDENSING UNITS CU-1A, CU-1B, CU-2A, CU-2B AND BOILER HB-1.
- ② BID ALTERNATE #1: THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO REMOVE AND REPLACE THE EXISTING AIR HANDLING UNITS NOS. AHU-1 AND AHU-2.

NEW WORK FLOOR PLAN

SCALE: 3/16" = 1'-0"

FIGURES PARK COMMUNITY CENTER MECHANICAL IMPROVEMENTS

CITY OF MOBILE ALABAMA

658 DONALD STREET C
MOBILE, ALABAMA 36617



DATA
SCALE AS NOTED
CLIENT NO. PR-038-25
ISAAH NO. COM 2025-02-28
DRAWN BY: B. BERTRAND
DESIGN BY: M. HEIDELBERG
REVIEWED BY: N. EVERETT

REVISIONS

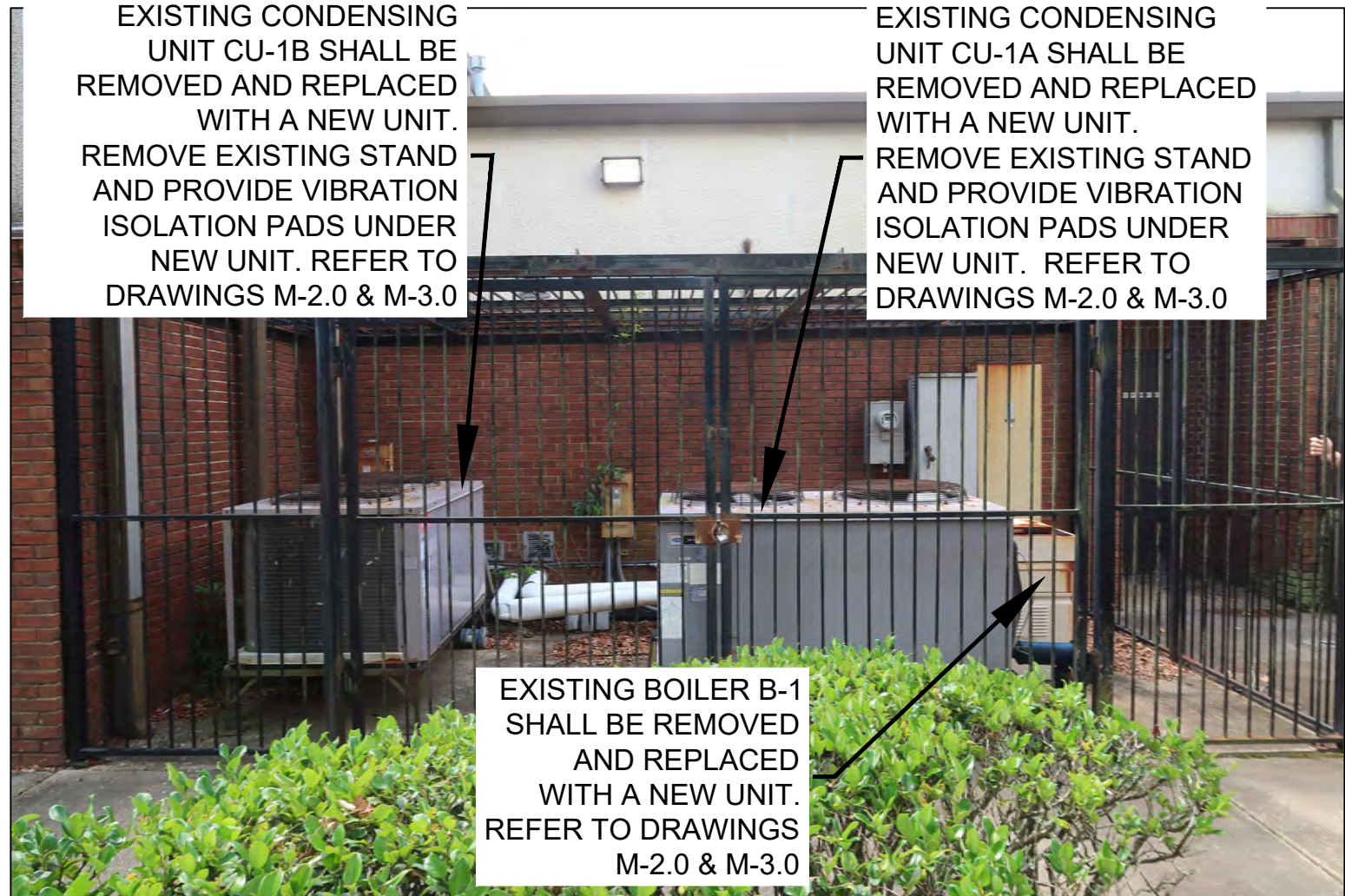


FILE: -
DATE: 7/30/2025

M-3.0
MECHANICAL
NEW WORK PLAN

NOTES:

1. THE STANDS UNDER ALL CONDENSING UNITS SHALL BE REMOVED. VIBRATION ISOLATION PADS SHALL BE INSTALLED UNDER ALL NEW CONDENSING UNITS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
2. THE NEW REFRIGERANT PIPING SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 232300.
3. THE NEW HOT WATER PIPING SHALL BE ASTM A53, GRADE B CARBON STEEL, SCHEDULE 40 WITH ASTM A234 WPB, ANSI B16.11 CARBON STEEL FITTINGS.
4. THE NEW HOT WATER PIPING SHALL BE CLEANED AND FLUSHED AFTER INSTALLATION AND PRIOR TO THE HOT WATER SYSTEM BEING PLACED BACK IN SERVICE.
5. THE HOT WATER PIPING INSULATION SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 230719.
6. THE DUCTWORK CLEANING SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 230130.
7. THE EXISTING DUCT DETECTORS SHALL BE UNINSTALLED, CLEANED AND REINSTALLED FOR AHU-1 AND AHU-2.
8. THE HVAC TESTING, ADJUSTING AND BALANCING PROCEDURES SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 230593.
9. THE NEW 2 INCH HOT WATER GATE VALVES SHALL BE NIBCO T-113 OR APPROVED EQUAL.



CONDENSING UNITS CU-1A, CU-1B AND BOILER HB-1

SCALE: NOT TO SCALE



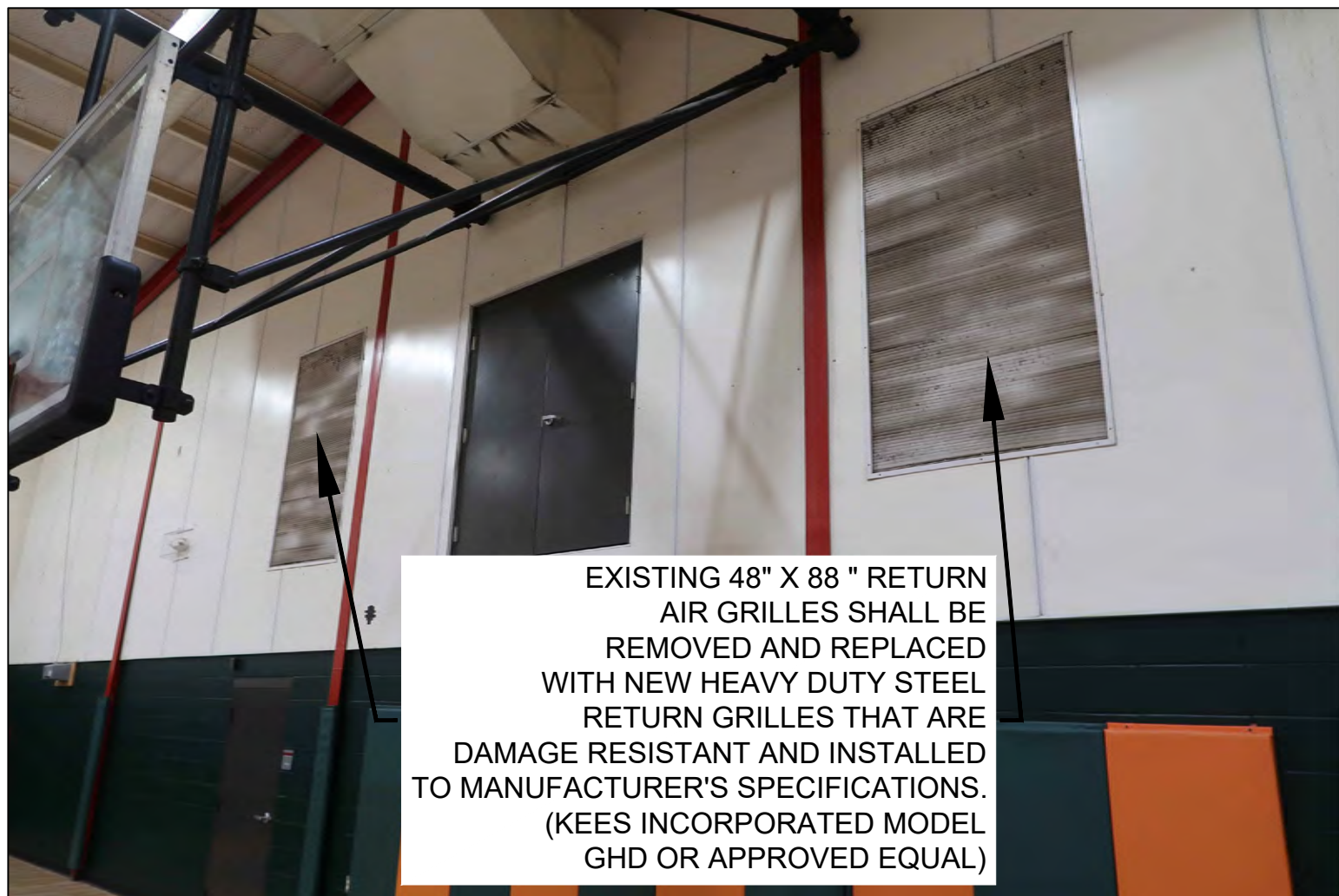
CONDENSING UNITS CU-1A, CU-1B AND BOILER HB-1

SCALE: NOT TO SCALE



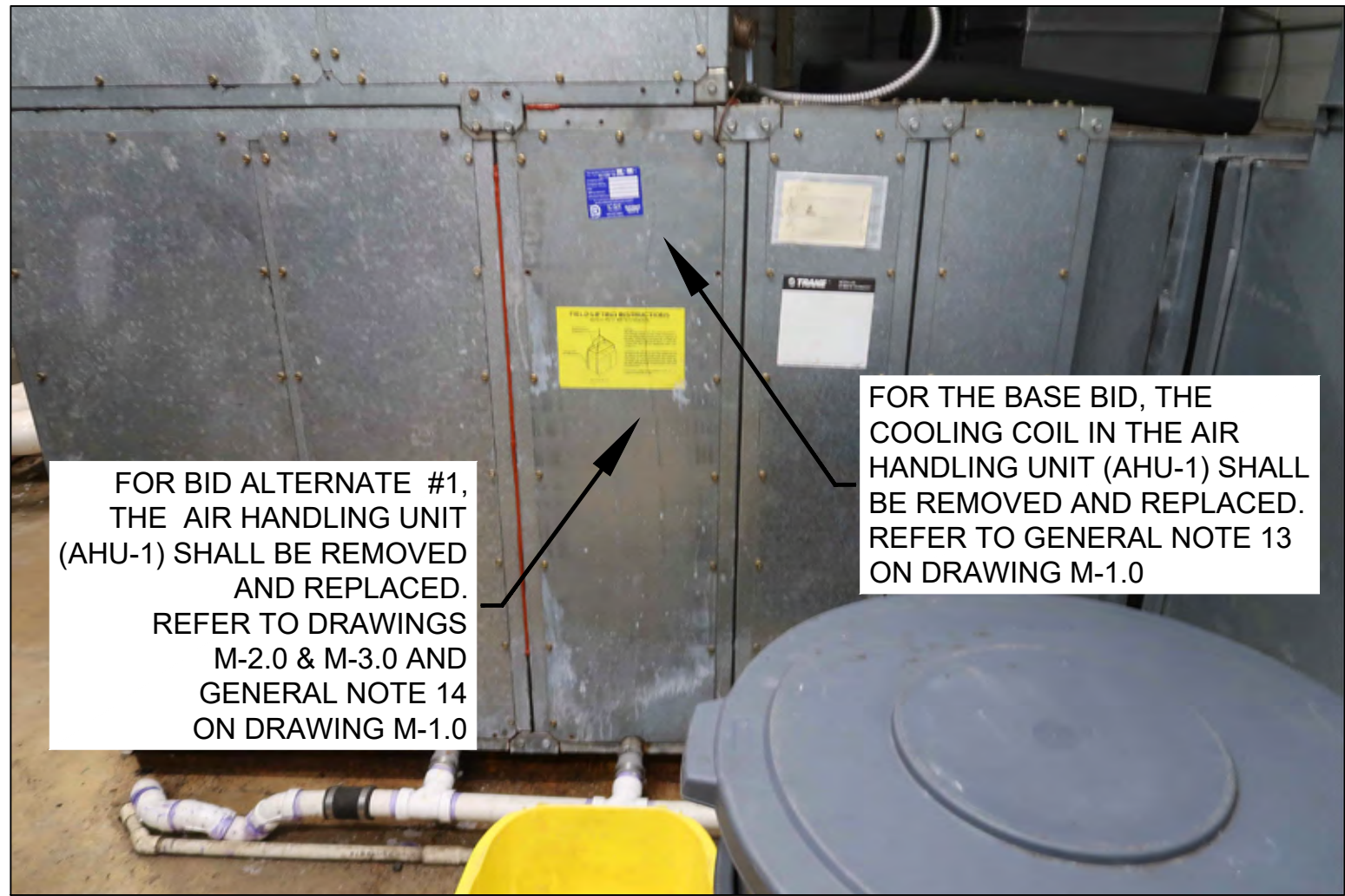
BOILER B-1 PIPING AND VALVES

SCALE: NOT TO SCALE



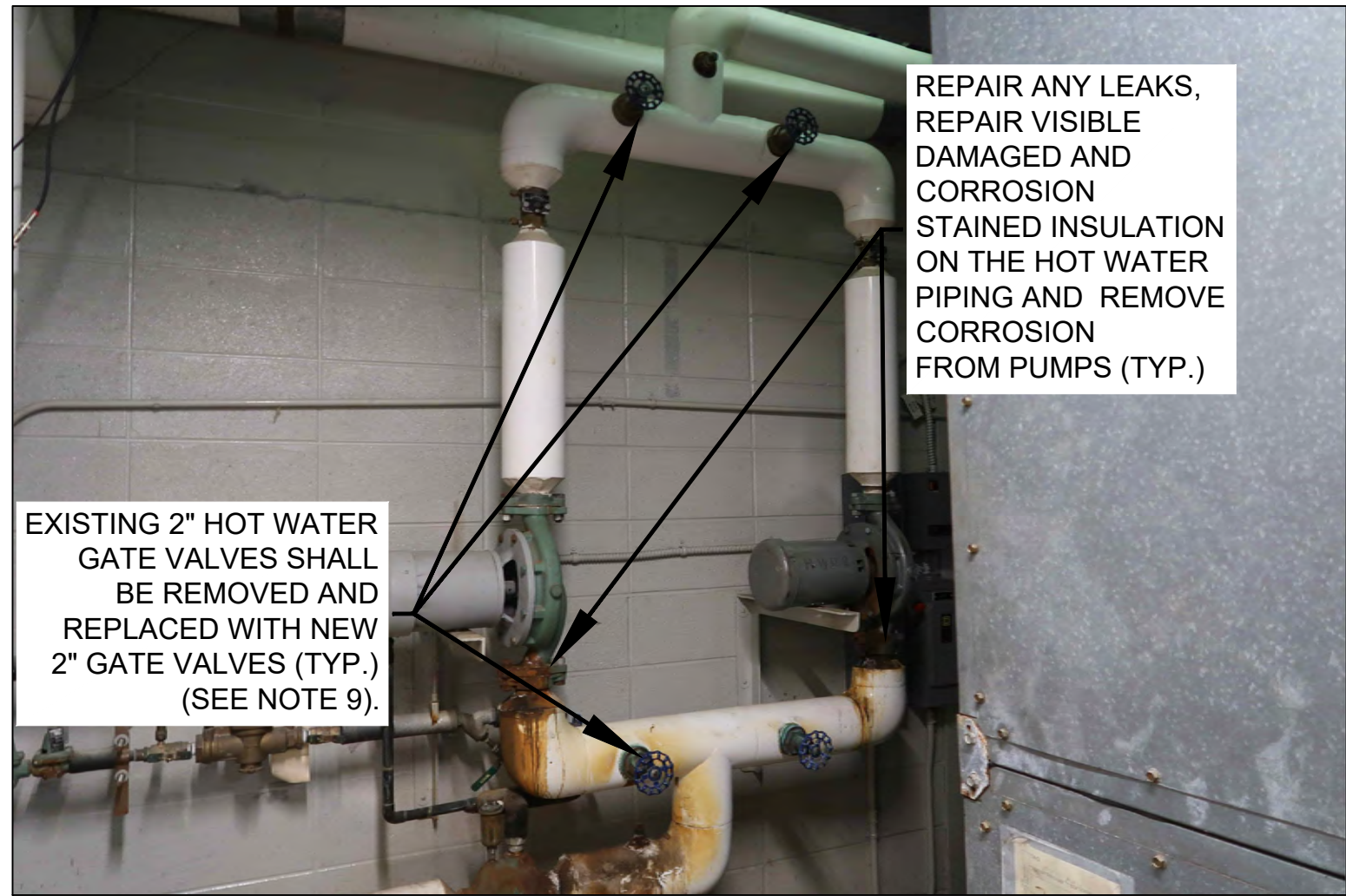
RETURN GRILLES FOR AHU-2

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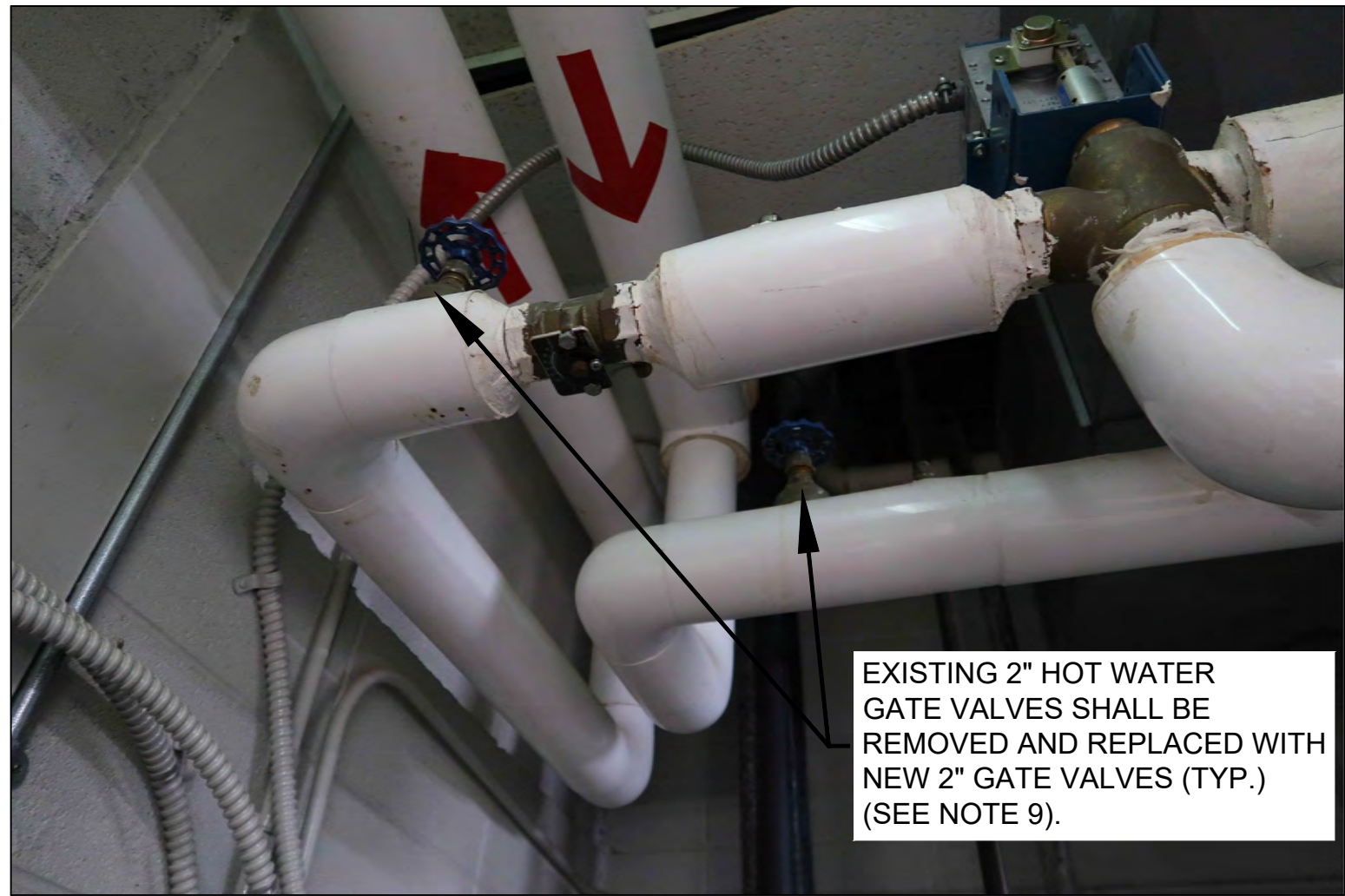
AIR HANDLING UNIT AHU-1

SCALE: NOT TO SCALE



HOT WATER PIPING FOR AIR HANDLING UNIT AHU-1

SCALE: NOT TO SCALE



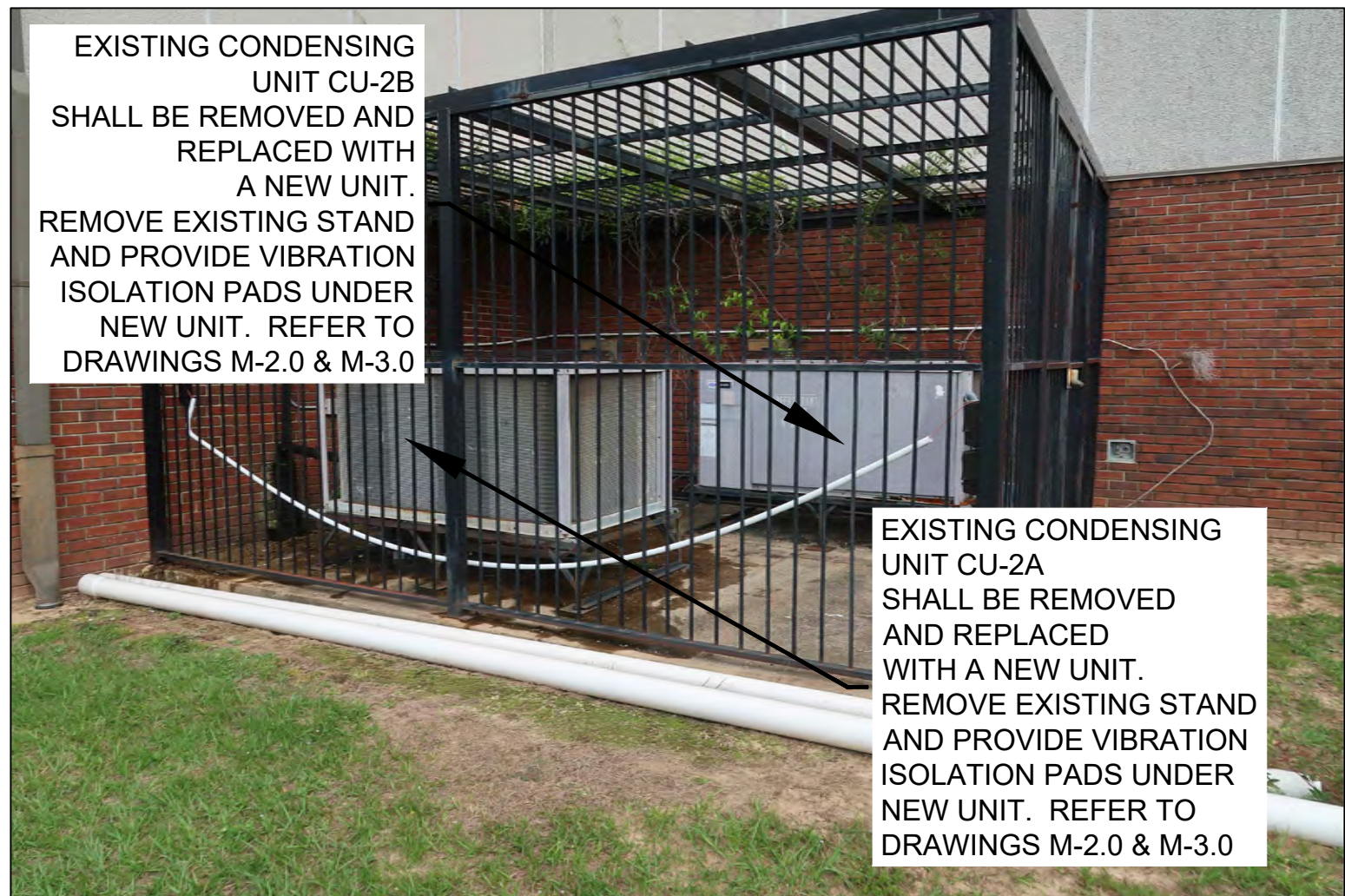
HOT WATER PIPING FOR AIR HANDLING UNIT AHU-1

SCALE: NOT TO SCALE



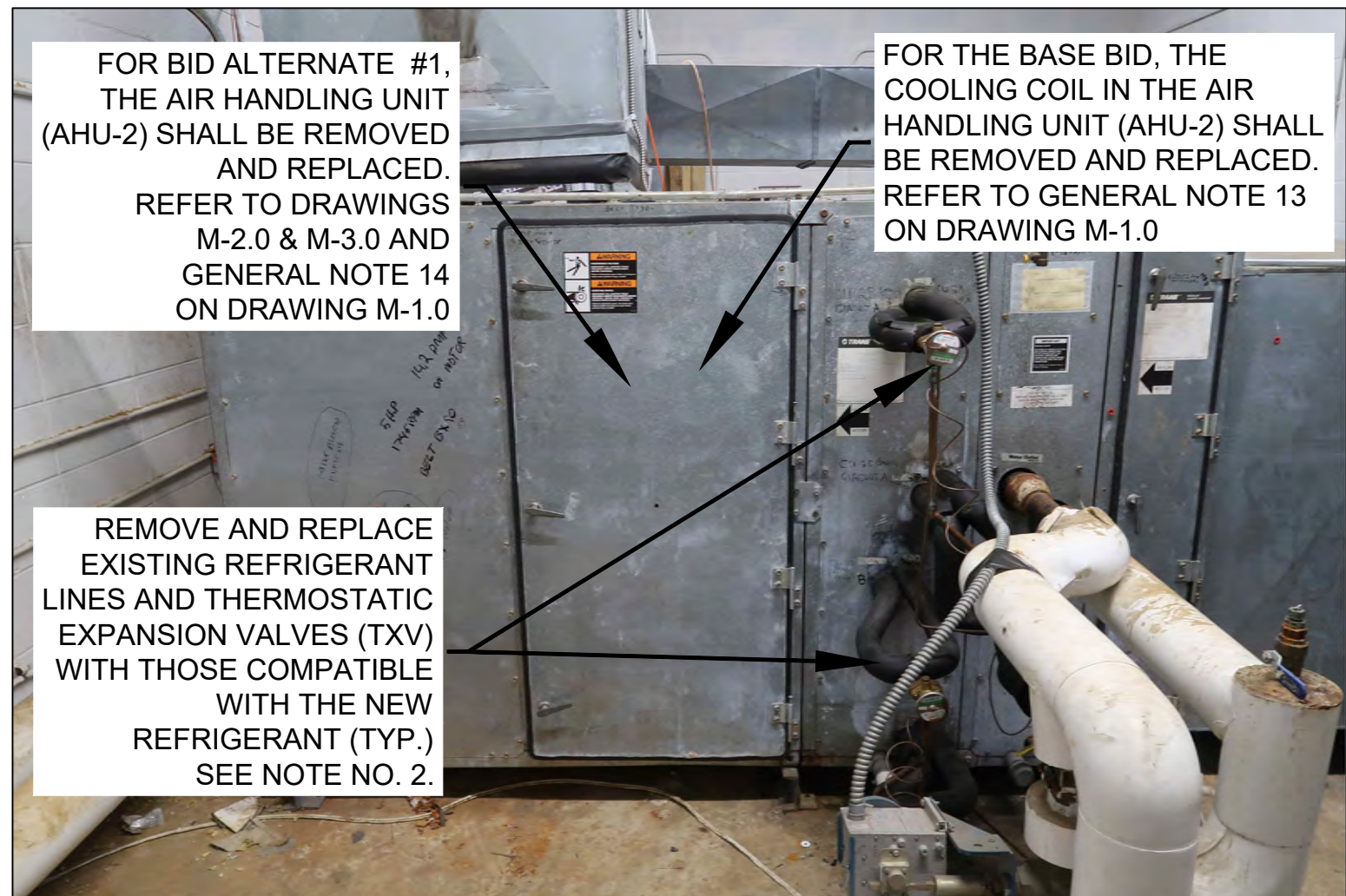
AIR HANDLING UNIT AHU-1

SCALE: NOT TO SCALE



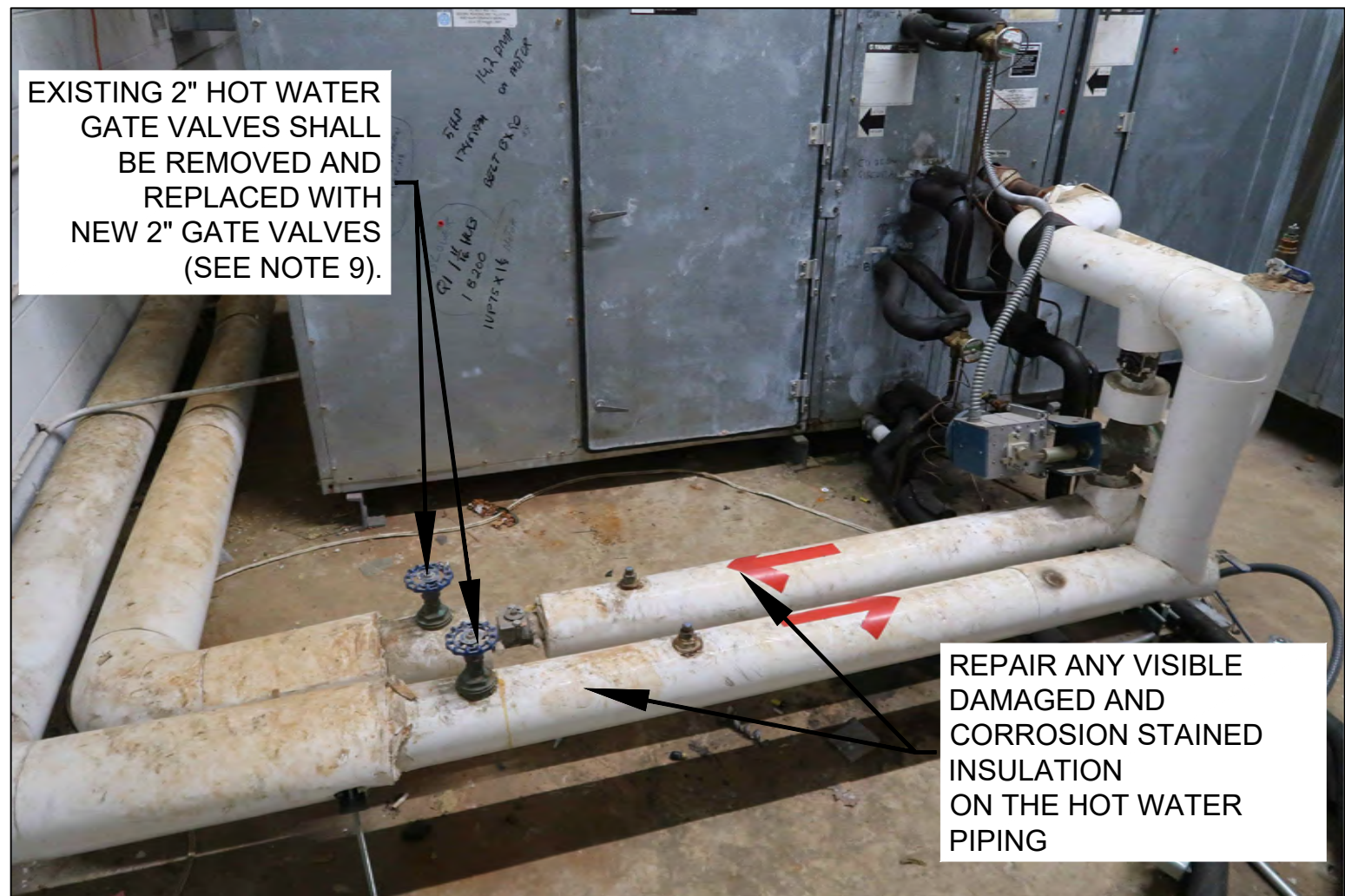
CONDENSING UNITS CU-2A, CU-2B

SCALE: NOT TO SCALE



AIR HANDLING UNIT AHU-2

SCALE: NOT TO SCALE



HOT WATER PIPING FOR AIR HANDLING UNIT AHU-2

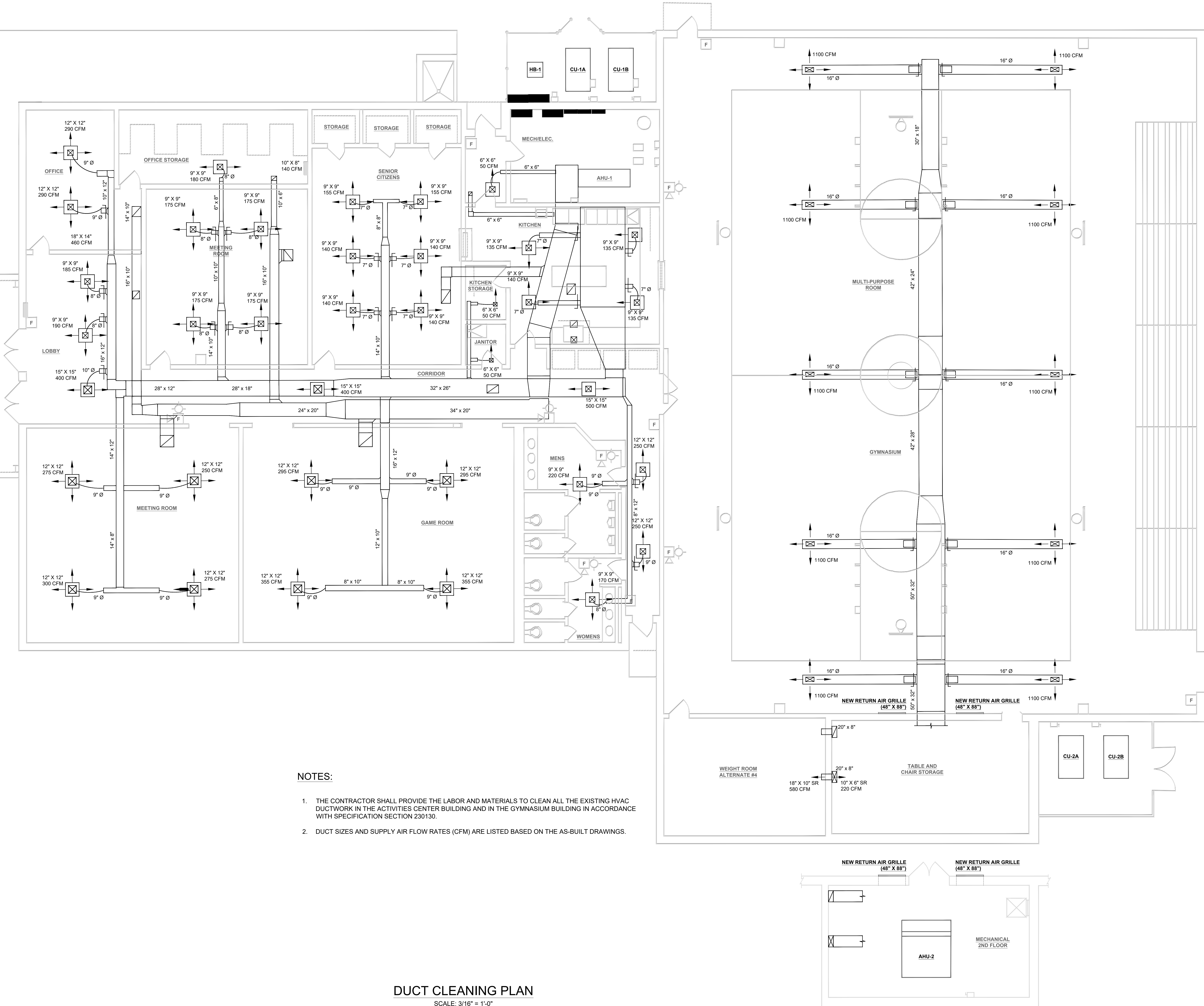
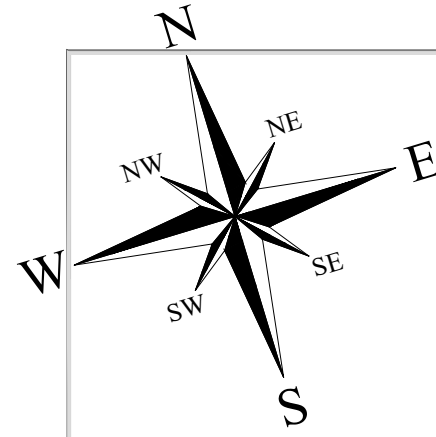
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HOT WATER EXPANSION TANK NEAR AIR HANDLING UNIT AHU-1

SCALE: NOT TO SCALE

F:\COM 2025-02-28 MICHEAL FIGURES COMMUNITY CENTER REHAB\DRAWINGS\M-1 THRU M-4 MECH PLANS NO REV_2025-07-29.DWG



NOTES:

1. THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO CLEAN ALL THE EXISTING HVAC DUCTWORK IN THE ACTIVITIES CENTER BUILDING AND IN THE GYMNASIUM BUILDING IN ACCORDANCE WITH SPECIFICATION SECTION 230130.
2. DUCT SIZES AND SUPPLY AIR FLOW RATES (CFM) ARE LISTED BASED ON THE AS-BUILT DRAWINGS.

DUCT CLEANING PLAN

SCALE: 3/16" = 1'-0"

FIGURES PARK COMMUNITY CENTER MECHANICAL IMPROVEMENTS

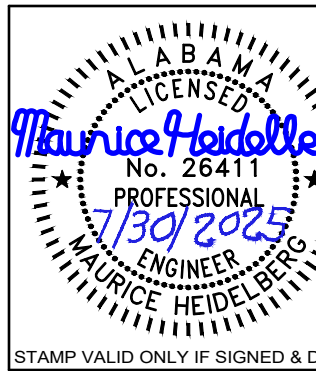
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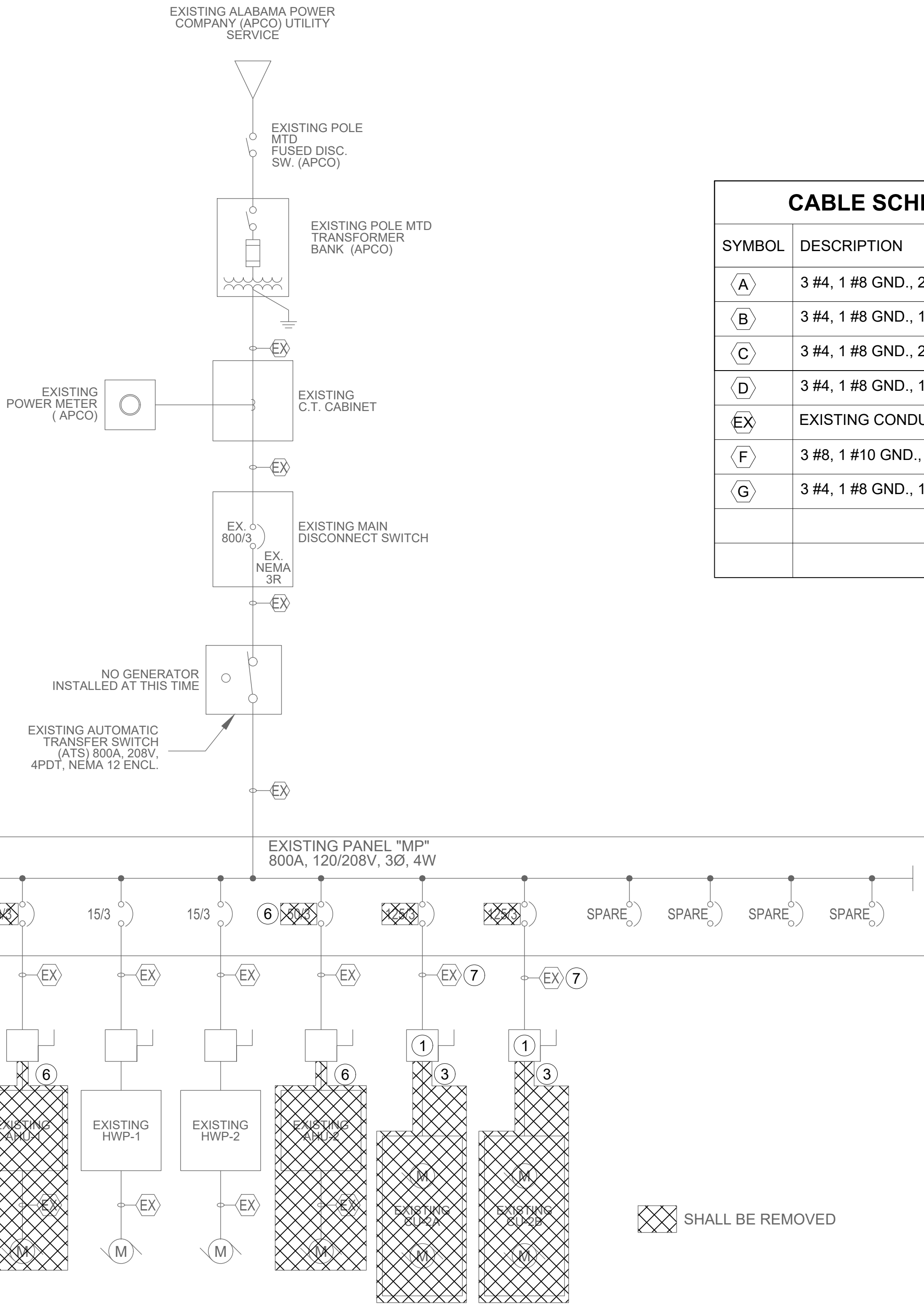
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FILE: -
DATE: 7/30/2025

M-5.0
MECHANICAL DUCT
CLEANING PLAN

ELECTRICAL SYMBOL LEGEND	
SYMBOL	DESCRIPTION
	BRANCH CIRCUIT CONDUIT RUN CONCEALED IN WALL OR ABOVE CEILING. ARROWS INDICATE CIRCUIT HOMERUNS. HASH MARKS INDICATE NUMBER OF CONDUCTORS. NEUTRAL AND/OR SWITCH LEG CONDUCTORS. "A" DENOTES PANEL BOARDS SERVING CIRCUITS. XX CIRCUIT BREAKER SPACES IN PANELBOARD. SEE RESPECTIVE PANEL CIRCUIT SCHEDULE. MINIMUM CONDUCTOR SIZE = #12 AWG.
	BRANCH CIRCUIT CONDUIT RUN CONCEALED IN WALL OR ABOVE CEILING. ARROWS INDICATE CIRCUIT HOMERUNS. "A" DENOTES PANEL BOARDS SERVING CIRCUITS. XX CIRCUIT BREAKER SPACES IN PANELBOARD. SEE RESPECTIVE PANEL CIRCUIT SCHEDULE. MINIMUM CONDUCTORS 2#12, 1#12 GND, 1 CAT 5 CABLE, 3/4" C.
	BRANCH CIRCUIT CONDUIT RUN BELOW GRADE OR CONCEALED IN SLAB. ARROWS INDICATE CIRCUIT HOMERUNS. REVERSE HASH MARK INDICATES GROUND CONDUCTOR. ABSENCE OF HASH MARKS INDICATES TWO CONDUCTORS AND GROUND. GROUND CONDUCTORS SHALL BE RUN IN EACH CONDUIT WITH PHASE, NEUTRAL AND/OR SWITCH LEG CONDUCTORS. "A" DENOTES PANELBOARD SERVING CIRCUITS, "1,3,5" INDICATES CIRCUIT BREAKER SPACES IN PANELBOARD. SEE RESPECTIVE PANEL CIRCUIT SCHEDULE. MINIMUM CONDUCTOR SIZE = #12 AWG.
	DISCONNECT (SAFETY) SWITCH - SIZE AND TYPE AS NOTED. TOP OF SWITCH 6'-6" A.F.F. MAX.
	ELECTRIC MOTOR- SEE RESPECTIVE EQUIPMENT SCHEDULE
	20A, 120/277 VAC SINGLE POLE TOGGLE SWITCH - FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE. LOWER CASE LETTER INDICATES FIXTURE AND/OR LAMPS CONTROLLED.
	20A, 120/277 VAC THREE WAY TOGGLE SWITCH - FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE. LOWER CASE LETTER INDICATES FIXTURE AND/OR LAMPS CONTROLLED.
	20A, 120/277 VAC FOUR WAY TOGGLE SWITCH - FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE. LOWER CASE LETTER INDICATES FIXTURE AND/OR LAMPS CONTROLLED.
	20A, 125 VAC 2P, 3W, GROUNDING TYPE, DUPLEX RECEPTACLE. FLUSH WALL MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A" - "XX" INDICATES PANEL NAME AND CIRCUIT NUMBER
	230 VAC 2P, 3W, GROUNDING TYPE RECEPTACLE. FLUSH WALL MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "YY" INDICATES PANEL NAME AND CIRCUIT NUMBER
	TWO 20A, 125 VAC 2P, 3W, GROUNDING TYPE, DUPLEX RECEPTACLES. FLUSH WALL MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A" - "XX" INDICATES PANEL NAME AND CIRCUIT NUMBER
	20A, 125 VAC 2P, 3W, GROUND FAULT INTERRUPTING TYPE, DUPLEX RECEPTACLE. FLUSH WALL MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A" - "XX" INDICATES PANEL NAME AND CIRCUIT NUMBER
	(2) 20A, 125 VAC 2P, 3W, GROUNDING TYPE, DUPLEX RECEPTACLES. FLUSH WALL MOUNTED IN 2-GANG BOX 18" A.F.F. UNLESS NOTED OTHERWISE. "A" - "XX" INDICATES PANEL NAME AND CIRCUIT NUMBER
	JUNCTION BOX. MINIMUM SIZE 4" SQUARE X 2-1/8" DEEP WITH COVER PLATE. FLUSH WALL MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE.
SYMBOLS NOTES: 1. ALL OUTLETS ARE TO BE FLUSH MOUNTED. 2. MOUNTING HEIGHTS ARE FROM THE CENTER LINE OF THE DEVICE UNLESS OTHERWISE NOTED. 3. ALL SINGLE GANG AND TWO GANG DEVICES SHALL USE A 4" SQ. BOX WITH EXTENSION RING. 4. ALL MULTI-GANG DEVICES SHALL USE A COMMON COVER PLATE. 5. ALL NORMAL POWER DEVICES (I.E. SWITCHES, RECEPTACLES, TELEPHONE OUTLETS, ETC.) AND THEIR COVER PLATES SHALL BE WHITE OR BLACK FOR OUTLETS IN DARK GRANITE. 6. A.F.F INDICATES MOUNTING HEIGHT ABOVE FINISHED FLOOR.	



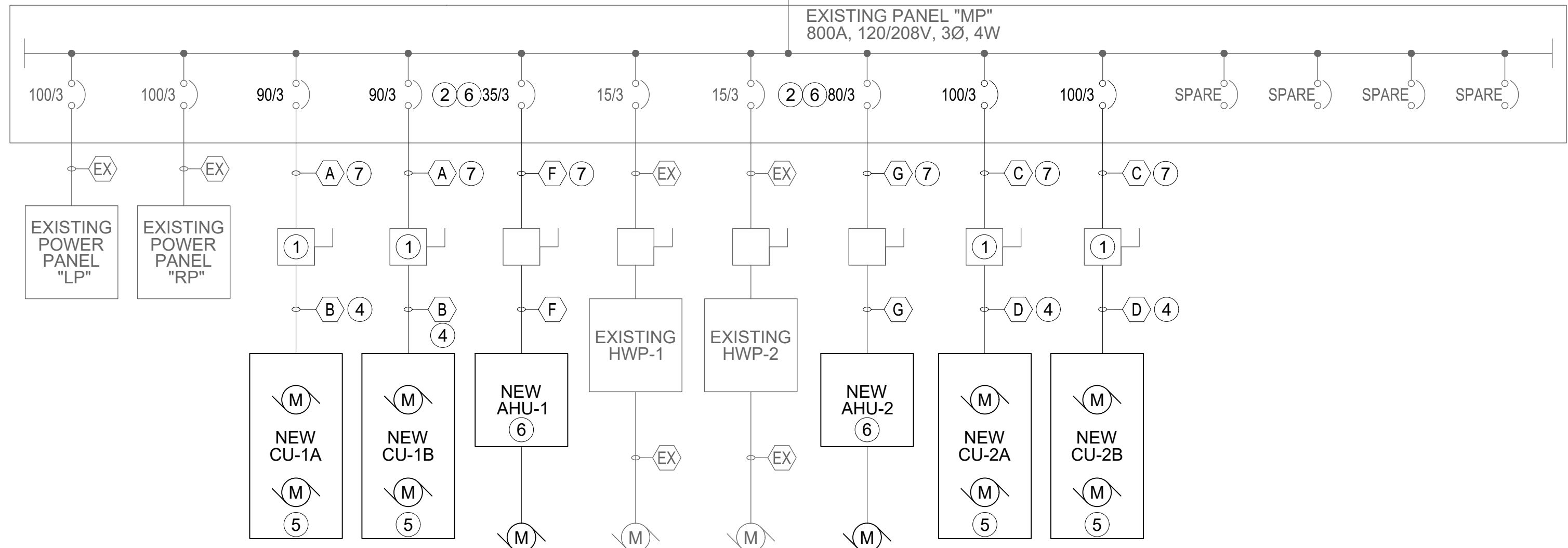
DEMOLITION WORK ELECTRICAL ONE-LINE DIAGRAM
NOT TO SCALE

GENERAL NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE, THE OCCUPATIONAL SAFETY AND HEALTH ACT, ALL ELECTRICAL CODES LOCALLY BEING ENFORCED BY LOCAL AUTHORITY HAVING JURISDICTION (AHJ) IN THE PROJECT AREA.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, INSPECTION AND CONNECTION FEES.
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND SUPERVISION FOR AND INCIDENTAL TO THE COMPLETION OF A FULLY FUNCTIONAL, SAFE AND COMPLETE ELECTRICAL AND LIGHTING SYSTEMS.
- CONTRACTOR SHALL TEST SYSTEM THOROUGHLY IN THE PRESENCE OF THE OWNER AND RENDER IT FREE FROM DEFECTS. CONTRACTOR TO PROVIDE OWNER WITH A ONE YEAR WARRANTY AFTER ACCEPTANCE.
- THE CONTRACTOR SHALL PROPERLY SEAL ALL PENETRATIONS. ALL PENETRATIONS THROUGH FIRE BARRIERS SHALL BE SEAL IN ACCORDANCE WITH THE LATEST REVISIONS OF NEC 300.21 AND IBC 712.4.
- THE CONTRACTOR SHALL PROVIDE TYPE WRITTEN PANEL DIRECTORIES WITH BLACK 1/2" LETTERS "CK # & VOLTAGE" FOR A POWER CONTROL PANEL.
- ALL WIRING SHALL BE COPPER AND IN A CONTINUOUS CONDUIT SYSTEM (MT, RIGID PVC, etc.) AS ALLOWED BY CODE AND APPROVED BY AHJ. MINIMUM WIRE SIZE FOR POWER SHALL NO. 12 AWG.
- ALL ELECTRICAL PANELS SHALL HAVE COPPER BUS BARS.
- ELECTRICAL WORK SHALL BE COORDINATED WITH ALL OTHER TRADES TO AVOID ANY CONFLICTS AND/OR CREATING A SAFETY HAZARD.
- CONCEAL ALL CONDUITS AND BOXES UNLESS OTHERWISE NOTED.
- ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR ANY ELECTRICAL REQUIREMENTS FOR SPECIAL EQUIPMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL CIRCUITS ASSOCIATED WITH THE PROJECT WORK AREA.
- ALL EQUIPMENT AND MATERIALS SHALL MEET OR EXCEED THE SCHEDULED AND/OR REQUIRED ITEMS. SUBMIT FOR PRIOR APPROVAL FOR ANY DEVIATIONS.
- NO CHANGES SHALL BE MADE IN MATERIALS OR INSTALLATION WITHOUT ENGINEER AND OWNER'S APPROVAL.
- CONTRACTOR SHALL VERIFY CLEARANCE SPACE AVAILABLE, OFFSETS REQUIRED, STRUCTURAL OPENINGS, AND WORK BY OTHER TRADES.
- ALL ELECTRICAL MATERIAL AND EQUIPMENT PROVIDED BY THE CONTRACTOR SHALL BE NEW AND FREE OF DEFECTS. ALL WORK PERFORMED FOR THIS PROJECT SHALL BE CARRIED OUT BY SKILLED WORKERS REGULARLY ENGAGED IN THE PERFORMANCE OF SUCH DUTIES. ALL EQUIPMENT AND MATERIALS SHALL BE INSTALLED CLEAN AND FREE FROM DENTS, SCARS OR DEFORMITIES.
- ANY PATCHING OF WALLS SHALL MATCH NEW ARCHITECTURAL FINISHING REQUIREMENTS.
- ELECTRICAL CONTRACTOR SHALL PROVIDE A GROUNDING SYSTEM PER SECTION 250 OF THE NATIONAL ELECTRICAL CODE.
- ALL 120V BRANCH CIRCUITS SHALL HAVE A DEDICATED NEUTRAL (L2) CONDUCTOR.
- REFERENCE TO A PARTICULAR PRODUCT BY MANUFACTURER, TRADE NAME, OR CATALOG NUMBER ESTABLISHES THE QUALITY STANDARDS OF MATERIAL AND EQUIPMENT REQUIRED FOR THIS INSTALLATION AND IS NOT INTENDED TO EXCLUDE PRODUCTS EQUAL IN QUALITY AND SIMILAR DESIGN.
- THE ACCURACY OF GRADE, ELEVATION, DIMENSIONS, OR LOCATIONS OF THE EXISTING CONDITION IS NOT GUARANTEED BY THE ENGINEER OR THE OWNER. IF THE CONTRACTOR PERFORMS A CONSTRUCTION ACTIVITY WHEN THE CONTRACTOR KNOWS, OR SHOULD KNOWING EXERCISE IN REASONABLE DILIGENCE THAT AN ACTIVITY INVOLVES AN ERROR IN CONSISTENCY OR OMISSION IN CONTRACT DOCUMENTS, THE CONTRACTOR SHALL ASSUME APPROPRIATE RESPONSIBILITY FOR SUCH PERFORMANCE AND BEAR AND APPROPRIATE AMOUNT OF THE COSTS ATTRIBUTABLE FOR CORRECTIONS.

CABLE SCHEDULE

SYMBOL	DESCRIPTION
	3 #4, 1 #8 GND., 2"C
	3 #4, 1 #8 GND., 1"C
	3 #4, 1 #8 GND., 2 1/2"C
	3 #4, 1 #8 GND., 1"C
	EXISTING CONDUCTORS AND CONDUIT
	3 #8, 1 #10 GND., 1"C
	3 #4, 1 #8 GND., 1"C



NEW WORK ELECTRICAL ONE-LINE DIAGRAM
NOT TO SCALE

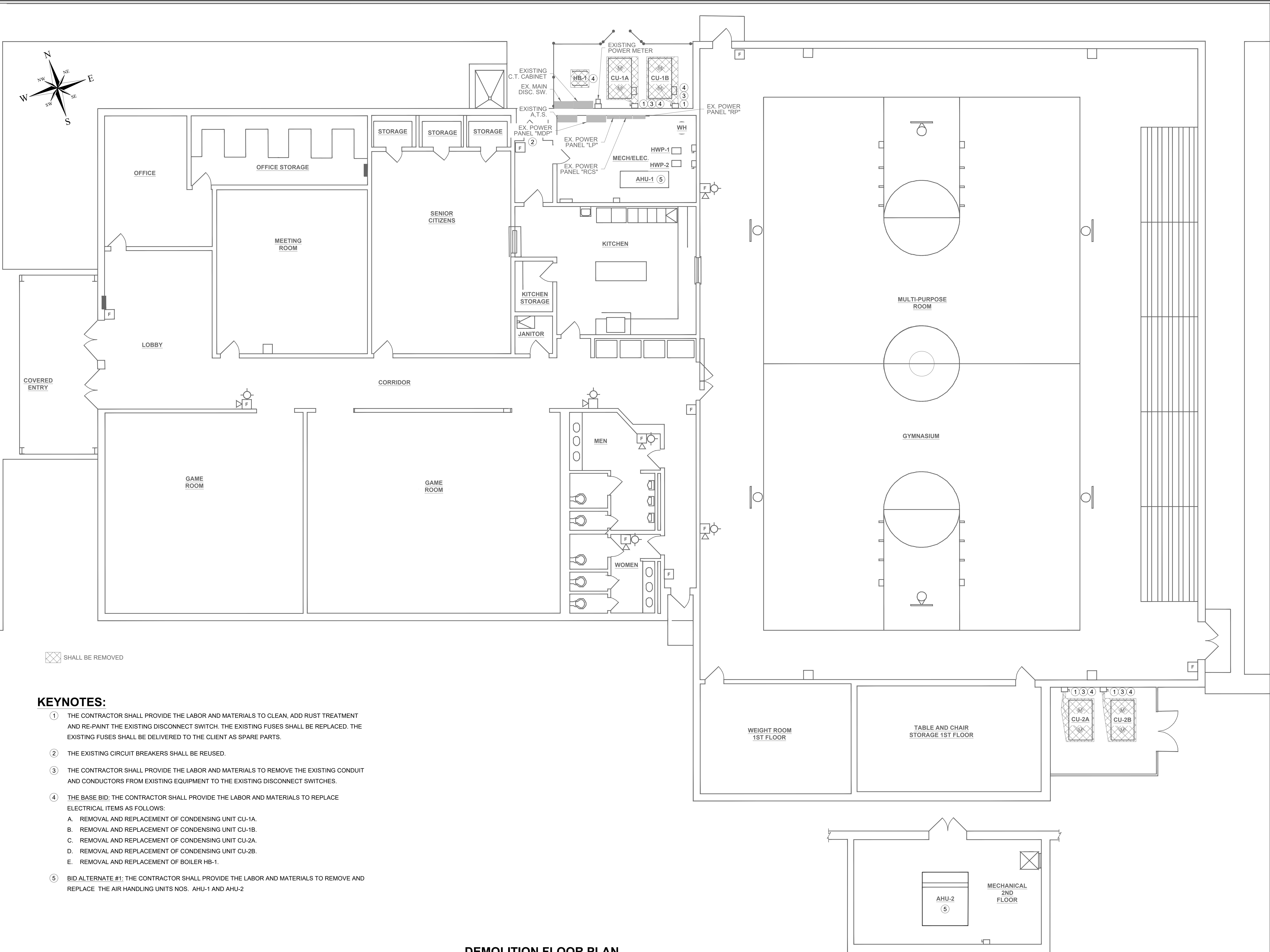
ABBREVIATIONS

A	AMPS	MAG	MAGNETIC (METER or STARTER)
A/C	AIR CONDITIONING	MAN	MANUAL
A.F.F.	ABOVE FINISHED FLOOR	M.B.	MAIN BREAKER
AHU	AIR HANDLING UNIT	MCM	THOUSAND CIRCULAR MILS
A.I.C.	AMPS INTERRUPTING CAPACITY (SHORT CIRCUIT)	MCS	MOLDED CASE SWITCH
AI	ALUMINUM	MECH.	MECHANICALLY (HELD)
AM	AMMETER	MT.	MOUNT
AUTO	AUTOMATIC	MTD.	MOUNTED
AUX	AUXILIARY	N.	NEUTRAL
AWG	AMERICAN WIRE GAUGE	N.C.	NORMALLY CLOSED
B	BARE	N.O.	NORMALLY OPEN
CON	CONDUIT	OHE	OVER HEAD ELECTRICAL LINE
C	CIRCUIT BREAKER	O.L.'s	OVERLOADS (THERMAL)
CH	CHILLED	OUT	OUTPUT
CKT	CIRCUIT	P	PANEL OR PANELBOARD
CU	COPPER	P.T.	POTENTIAL TRANSFORMER
CONN.	CONNECTED	#(SUFFIX)	POUNDS WEIGHT
CPT	CONTROL POWER TRANSFORMER	#(PREFIX)	WIRE GAUGE (AWG)
CR	CONTROL RELAY	Ø	PHASE
C.O.	CONDUIT ONLY	REC.	RECEPTACLE
C.T.	CURRENT TRANSFORMER	RECEPT	RECEPTACLE
D	DEEP	S.C.	SHORT CIRCUIT (DUTY)
DC	DIRECT CURRENT	SN	SOLID NEUTRAL
DISC.	DISCONNECT	SOL	SOLID (CONDUCTOR)
DN	DOWN	SQ.	SQUARE
EA	EACH	ST	SHUNT TRIP
E.O.	ELECTRIC OPERATOR	STR.	STARTER
ELEC	ELECTRIC	SW.	SWITCH
E.EM	EMERGENCY	T.S.B.	TELEPHONE BACK BOARD
EX. RE	EXIST. RELOCATED	TEL	TELEPHONE
EQ.	EQUIPMENT (GROUND)	TEMP.	TEMPERATURE (CONTROL)
FA	FIRE ALARM	T.O.E.	TIMED ON ENERGIZATION
FU	FUSE(S)	TYP.	TYPICAL
FUT	FUTURE	UPS	UNINTERRUPTIBLE POWER SYSTEM
G. GR.	GROUND	UG	UNDERGROUND
GRDG.	GROUNDING	UGP	UNDERGROUND PRIMARY
GFI	GROUND FAULT INTERRUPTING	UGS	UNDERGROUND SECONDARY
H	HIGH (MOUNTING HEIGHT TO CENTER LINE)	W	WATTS OR WIRE (USE CONTEXT)
H.O.A.	HAND-OFF AUTOMATIC SWITCH	W.H.	WATER HEATER
HT	HEAT	WP	WEATHERPROOF
IG	ISOLATED GROUND	WW	WIREWAY (or GUTTER)
ISO	ISOLATED	V	VOLTS
IN	INPUT	VAC	VOLTS ALTERNATING CURRENT
INS.	INSULATED	VM	VOLTMETER
INST.	INSTALL OR INSTRUMENT		
J.B.	JUNCTION BOX		
K.O.	KNOCK OUT		
KW	KILOWATTS		
LG.	LIGHTING		
LG	LONG		

KEYNOTES:

- THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO CLEAN, ADD RUST TREATMENT AND RE-PAINT THE EXISTING DISCONNECT SWITCH. THE EXISTING FUSES SHALL BE REPLACED. THE EXISTING FUSES SHALL BE TESTED AND DELIVERED TO THE CLIENT AS SPARE PARTS.
- THE EXISTING CIRCUIT BREAKERS SHALL BE RE-USED UNLESS BID ALTERNATE #1 IS ELECTED. THE EXISTING CIRCUIT BREAKER SHALL BE REPLACED
- THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO REMOVE THE EXISTING CONDUIT AND CONDUCTORS FROM EXISTING EQUIPMENT TO THE EXISTING DISCONNECT SWITCHES.
- THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO INSTALL NEW CONDUIT AND CONDUCTORS FROM NEW EQUIPMENT TO THE EXISTING DISCONNECT SWITCHES.
- THE BASE BID: THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO REPLACE ELECTRICAL ITEMS AS FOLLOWS:
A. REMOVAL AND REPLACEMENT OF CONDENSING UNIT CU-1A.
B. REMOVAL AND REPLACEMENT OF CONDENSING UNIT CU-1B.
C. REMOVAL AND REPLACEMENT OF CONDENSING UNIT CU-2A.
D. REMOVAL AND REPLACEMENT OF CONDENSING UNIT CU-2B.
E. REMOVAL AND REPLACEMENT OF BOILER HB-1.
- BID ALTERNATE #1: THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO REMOVE AND REPLACE THE AIR HANDLING UNITS NOS. AHU-1 AND AHU-2.
- THE EXISTING CONDUCTORS FROM THE EXISTING DISCONNECT SWITCH TO THE EXISTING POWER PANEL "MP" SHALL BE REMOVED AND REPLACE AS INDICATED BY THE PROPOSED NEW WORK ELECTRICAL ONE-LINE DIAGRAM. THE EXISTING CONDUIT SHALL BE CLEAN BEFORE THE NEW CONDUCTORS ARE INSTALLED.

FI-W-DRIVE0205 PROJECT FILES\COM 2025-02-28 MICHAEL FIGURES COMMUNITY CENTER REHAB\DRAWINGS\E-1 THRU E-4 ELEC PLANS.DWG



FIGURES PARK COMMUNITY CENTER MECHANICAL IMPROVEMENTS

CITY OF MOBILE ALABAMA

658 DONALD STREET C

MOBILE, ALABAMA 36617

ISAIAH ENGINEERING

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REVIEWED BY: N. EVERETT

REVISIONS

ALABAMA REGISTERED PROFESSIONAL ENGINEER

N. EVERETT

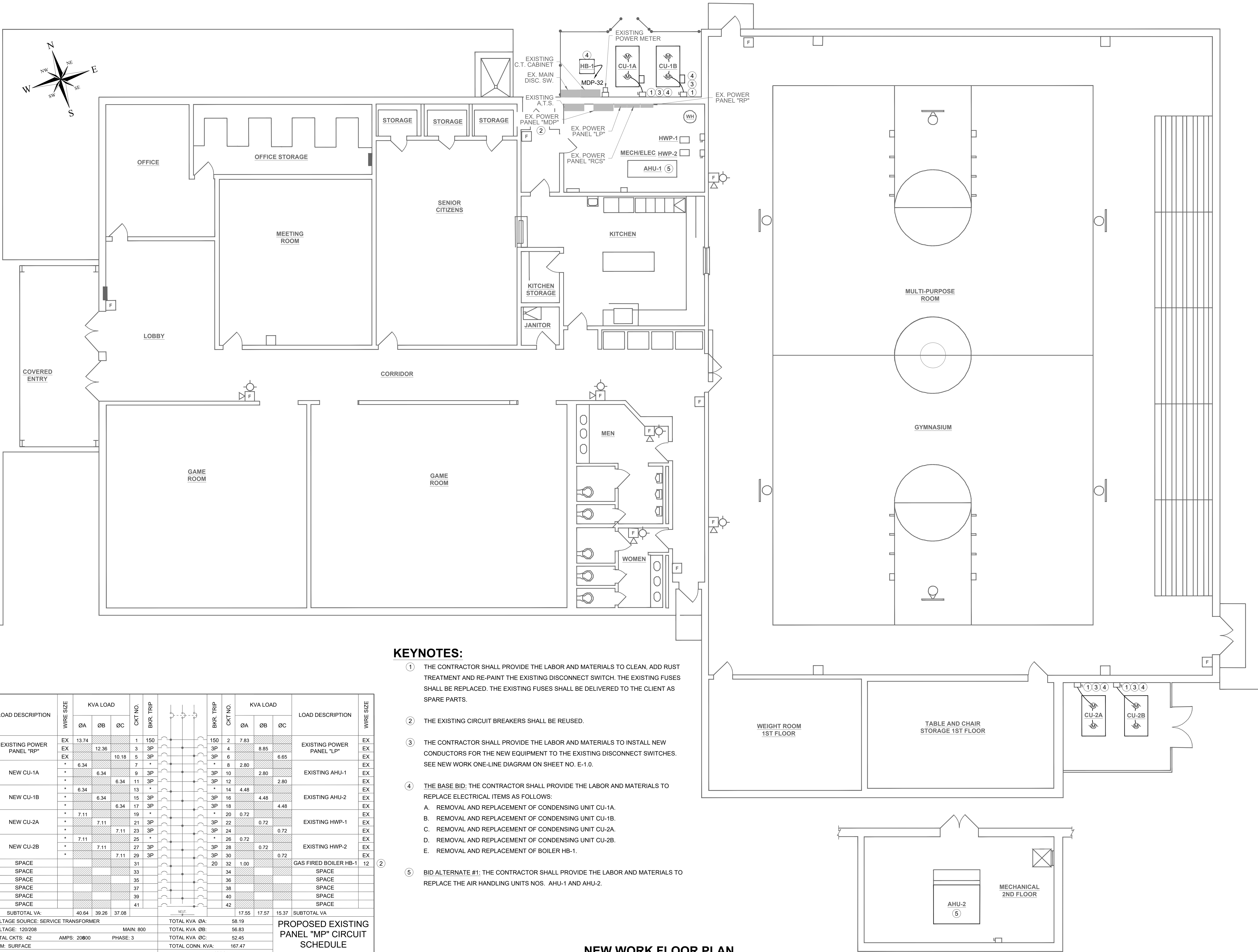
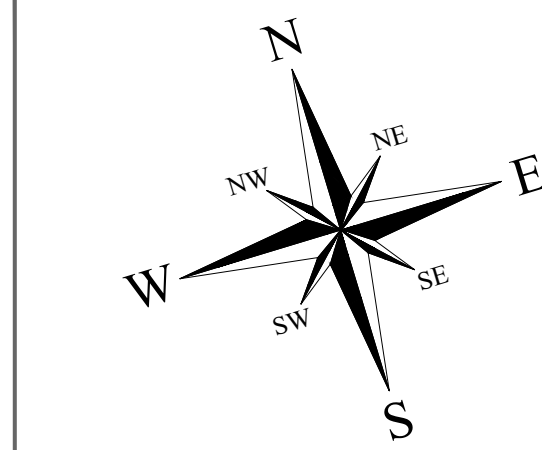
STAMP VALID ONLY IF SIGNED & DATED

FILE: -
DATE: 7/30/2025

E-2.0

ELECTRICAL DEMOLITION PLAN

F:\WORK\2025 PROJECT FILES\COM 2025-02-28 MICHAEL FIGURES COMMUNITY CENTER REHAB\DRAWINGS\E-1 THRU E-4 ELEC PLANS.DWG



KEYNOTES:

- THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO CLEAN, ADD RUST TREATMENT AND RE-PAINT THE EXISTING DISCONNECT SWITCH. THE EXISTING FUSES SHALL BE REPLACED. THE EXISTING FUSES SHALL BE DELIVERED TO THE CLIENT AS SPARE PARTS.
- THE EXISTING CIRCUIT BREAKERS SHALL BE REUSED.
- THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO INSTALL NEW CONDUCTORS FOR THE NEW EQUIPMENT TO THE EXISTING DISCONNECT SWITCHES. SEE NEW WORK ONE-LINE DIAGRAM ON SHEET NO. E-1.0.
- THE BASE BID: THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO REPLACE ELECTRICAL ITEMS AS FOLLOWS:
 - REMOVAL AND REPLACEMENT OF CONDENSING UNIT CU-1A.
 - REMOVAL AND REPLACEMENT OF CONDENSING UNIT CU-1B.
 - REMOVAL AND REPLACEMENT OF CONDENSING UNIT CU-2A.
 - REMOVAL AND REPLACEMENT OF CONDENSING UNIT CU-2B.
 - REMOVAL AND REPLACEMENT OF BOILER HB-1.
- BID ALTERNATE #1: THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO REPLACE THE AIR HANDLING UNITS NOS. AHU-1 AND AHU-2.

LOAD DESCRIPTION	WIRE SIZE	KVA LOAD			CKT NO.	BKR. TRIP	BKR. TRIP	CKT NO.	KVA LOAD			LOAD DESCRIPTION	WIRE SIZE		
		ØA	ØB	ØC					ØA	ØB	ØC				
EXISTING POWER PANEL "RP"	EX	13.74			1	150			150	2	7.83			EXISTING POWER PANEL "LP"	EX
	EX		12.36		3	3P			3P	4	8.85				EX
NEW CU-1A	EX			10.18	5	3P			3P	6		6.65		EX	
	*	6.34			7	*			*	8	2.80			EX	
	*		6.34		9	3P			3P	10		2.80		EX	
NEW CU-1B	*			6.34	11	3P			3P	12		2.80		EX	
	*	6.34			13	*			*	14	4.48			EX	
	*		6.34		15	3P			3P	16		4.48		EX	
NEW CU-2A	*			6.34	17	3P			3P	18		4.48		EX	
	*	7.11			19	*			*	20	0.72			EX	
	*		7.11		21	3P			3P	22		0.72		EX	
NEW CU-2B	*			7.11	23	3P			3P	24		0.72		EX	
	*	7.11			25	*			*	26	0.72			EX	
	*		7.11		27	3P			3P	28		0.72		EX	
SPACE				7.11	29	3P			3P	30		0.72		EX	
SPACE					31				20	32	1.00			GAS FIRED BOILER HB-1	12
SPACE					33				34					SPACE	
SPACE					35				36					SPACE	
SPACE					37				38					SPACE	
SPACE					39				40					SPACE	
SPACE					41				42					SPACE	
SUBTOTAL VA:		40.64	39.26	37.08			NEUT.			17.55	17.57	15.37	SUBTOTAL VA		
VOLTAGE SOURCE: SERVICE TRANSFORMER															
VOLTAGE: 120/208															
MAIN: 800															
TOTAL CKTS: 42															
AMPS: 20800															
PHASE: 3															
TRIM: SURFACE															
INTERRUPT RATING: 22,000 A.I.C. SYMMETRICAL															
EST. DEMAND: 464.85															
PROPOSED EXISTING PANEL "MP" CIRCUIT SCHEDULE															
LOCATION: MECHANICAL/ELECTRICAL RM															

NEW WORK FLOOR PLAN

SCALE: 3/16" = 1'-0"

FIGURES PARK COMMUNITY CENTER MECHANICAL IMPROVEMENTS

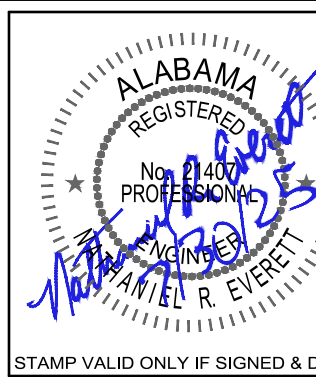
CITY OF MOBILE ALABAMA

658 DONALD STREET C
MOBILE, ALABAMA 36617



DATA
SCALE AS NOTED
CLIENT NO. PR-025-25
ISAAH NO. COM 2025-02-28
DRAWN BY: B. BERTRAND
DESIGN BY: N. EVERETT
REVIEWED BY: N. EVERETT

REVISIONS



FILE: -
DATE: 7/30/2025

E-3.0

ELECTRICAL
NEW WORK PLAN



Addendum No. 1

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Elizbeth Miller
City of Mobile Architectural Engineering Department

Re: Figures Park - Community Center Mechanical Improvements
Project # PR-035-25

Date: August 8, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated August 6, 2025. Acknowledge the receipt of this Addendum No. 1, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

- Item 1. The Pre-Bid Conference Agenda, the Pre-Bid Conference Attendance Roster, dated August 6, 2025, as part of Addendum No. 1.
- Item 2. The Bid, time, place note (#4 on the Agenda) is correct as written.
- Item 3. The Community Center will receive a copy of the Construction Schedule before the work begins to share with Security.
- Item 4. Coordination to open the building and condensing unit cages between city staff and the contractor shall be arranged before start of work.
- Item 5. The vegetation will be cleared from the exterior mechanical areas before the project starts.
- Item 6. The Contractor shall clean the ductwork exterior, as well as interior, in the gymnasium. Any leaks of the ductwork, in the gymnasium, shall be repaired as part of the Base Bid. Contractor shall review and include in bid.
- Item 7. Specification Section 230130 Paragraph 3.3C-2a addresses the requirement for cleaning of the reheat coils inside the air handling units.

Forms and Specifications:

Item 1. Replace Section 01230 Alternative Bid Items with Section 01230 Alternative Bid Items, Addendum #1, dated August 8, 2025. Updated paragraph 1.5.A to add the Alternate description.

Drawings: N/A

RFI's: N/A

END OF ADDENDUM NO. 1

PRE-BID CONFERENCE AGENDA

FOR

CITY OF MOBILE PARK IMPROVEMENTS
FIGURES PARK COMMUNITY CENTER
MECHANICAL IMPROVEMENTS
658 Donald Street C, Mobile, Alabama 36617
CITY OF MOBILE PROJECT #PR-035-25
August 6, 2025 AT 9:00 am

Note: This Agenda is complimentary, for general use as an outline and for discussion during this meeting. Any errors, omissions, or clarifications shall be communicated to the Engineer for distribution. This Agenda does not attempt to be, nor represent, any recapitulation of Project requirements, and does not change or alter same in any respect; Changes, if any, will only be made by written Addendum.

1. Welcoming remarks. Reminder to sign in on sheet being circulated. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly. Addenda will be posted on the City of Mobile Bid Website under the Project.
<https://www.cityofmobile.org/bids/> Please check this website for all Addenda prior to submitting your bid form.
2. Name of Owner – City of Mobile
Project Manager – Elizabeth Miller
Isaiah Engineering personnel:
Richard Muniz
Nate Everett
Maurice Heidelberg
Brad Bertrand
3. Every General Contractor and every Subcontractor should read and be familiar with all of the “front-end” documents and all of Division 1 of the Project Manual, in addition to the work they are bidding and have to coordinate with.
4. Bid time, date, place – are indicated in the Advertisement for Bids; Sealed bids will be received and clocked in until 2:15 pm, Wednesday, the 20th day of August, 2025 ; bidders shall insert sealed Bids into a receptacle, marked “City of Mobile Bids”, located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bid will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
It is the Contractors responsibility to make sure Bid is received prior to bid time or they will not be accepted.
5. Note that Advertisement and Instructions to Bidders should be read by each bidder. For insurance requirements refer to Invitation & Instructions to Bidders in the Project Manual. A Certificate of Insurance evidencing all the minimum requirements must be provided to and accepted by the City of Mobile prior to commencing on the contract.

6. Contractors shall use the Bid Form included in Project Manual, copies of which are furnished to each bidder with Bid Documents.
7. Before submitting a bid for the Work, the bidders shall carefully examine the Bid Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of their bids.
8. Addenda - Minutes of Mandatory Pre-Bid Conference, and any pertinent items discussed shall be issued as Addendum following the Mandatory Pre-Bid Conference.
9. Clarification will be made only by written Addenda posted on the City of Mobile website. Questions and Clarifications must be submitted in writing seven (7) days prior to bid.
10. When the Bid Documents identify three or more sources and the list of sources is not followed by "or approved equal" or similar wording, the bidder's proposal shall be based upon one of the identified sources, unless the bidder obtains "Pre-bid Approval" of another source. Approval of substitutions, if granted, shall not be effective until published by the Engineer in an addendum to the Bid Documents. Requests for substitutions will only be considered seven (7) days prior to bid.
11. If there is a conflict, discrepancy, or confusion between the existing conditions, plans and specifications for work, materials or equipment and the Contractor does not receive written clarification from the Engineer prior to the opening of bids the Contractor shall include the better quality or greater quantity of work in his/her bid.
12. Bids must be submitted on the Bid Form as contained in the Bid Documents; only one copy is required to be submitted.
13. All information requested of the bidder on the Bid Form must be filled in. The form must be completed by typewriter or hand-printed in ink.
14. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the total bid price, including the allowance if any, but in no event not more than \$10,000.00. Bid Security shall be on the form of a Bid Bond or cashier's check payable to the City of Mobile. No Bid Security is required on Bids less than \$10,000.00.
15. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR FIGURES PARK COMMUNITY CENTER MECHANICAL IMPROVEMENTS – PROJECT NUMBER: (PR-035-25)".
16. Performance Assurance and Insurance: The bidder to whom award is made shall provide a Performance Bond equal to 100% of the total Contract Amount (including the allowance) and a Labor and Material Bond equal to 100% of the total contract amount (including the allowance). The accepted Bidder shall also provide insurance as required in section 1.20

NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY OF MOBILE.

17. A valid City of Mobile business license for the duration of the contract period. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
18. Bids may be delivered in person or by mail if ample time is allowed for delivery.
19. Bids will be opened and read publicly at the time and place indicated in the Advertisement for Bids.
20. Alternates, if any, are listed in the Bid Form in the order in which they shall cumulatively add to from the base bid for determining the lowest bidder.
21. Bid Forms may be rejected if they contain any omissions, alterations of forms, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind.
22. Discussion of Scope of Work.
 - a. Base Bid: The work consists of providing all necessary materials and rigging required to replace two condensing units, DX coils for the associated air handling units, refrigeration piping (between the air handling units and the condensing units, one boiler, and hot water piping accessories as specified in the consultant drawings attached to this project manual including all associated other mechanical and electrical improvements.
 - b. Add Alternate 1: Removal and replacement of AHU-2 & AHU-2 as specified in the consultant drawings attached to this project manual including all associated other mechanical and electrical improvements.
23. Completion Time for Project: Base Bid Completion Time: The Project shall be completed within one-hundred fifty (150) calendar days from the date indicated by the Notice to Proceed. Time begins from date of Official Notice to Proceed.
24. There is a \$30,000.00 Contingency Allowance. Allowances shall be utilized only after advanced written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
25. At the time the Contractor duly awarded the Bid receives the signed Contract and the Notice to Proceed, he shall submit a Schedule of Work Progress to the Architect which reasonably reflects the amount of time required for each Phase of Work and the deadline by which it can be expected that such phase of the Work shall be completed. This Schedule should accurately reflect the date for Substantial Completion, and take into consideration any reasonable contingencies.

26. The Contractor shall be responsible for all project safety. Neither the Engineer nor the Owner will be responsible for the Contractor's safety precautions, means, methods, techniques, sequences, or procedures. Contractor's personnel responsible for safety shall be OSHA certified. Safety barricades (as described in the contract documents) for project, including equipment and storage areas, part of contractors means, methods, techniques, sequences, procedures; cost of any type fencing, barricades, etc. necessary shall be incidental to project.
27. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
28. Contractor shall have access to the site five days a week, 7:00 am until 5:00 pm unless approved differently by Project Manager.
29. Contractor shall keep an exceptionally clean site. The Community Center will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and Community Center staff.
30. The Contractor is responsible for protecting the floor in the gymnasium during the project. Any damage to the floor shall be repaired to match the existing floor.
31. Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
32. Protect all concrete sidewalks, pads and paving. Contractor shall be responsible for re-pouring any concrete cracked or damaged through the course of the work. It is advised that the Contractor document the area before beginning Construction.
33. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.
 - a. Storm and Wastewater:
 - i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
 - ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
34. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
35. Parking for Contractors and their Subs and workers: Shall be coordinated with the Owner.
36. Traffic Control:
 - Coordinate all construction activities with parties having jurisdiction.
 - Particular attention shall also be paid to vehicular and pedestrian traffic and routing of such during project.

37. Meetings: Owner / Engineer / Contractor (OEC) Progress Meeting to be held per project requirements. Pre-Construction Conference will be held once a Contractor has been awarded the project and contract signed.
38. Liquidated Damages: Per Item II Invitation & Instructions to Bidders, 1.24 LIQUIDATED DAMAGES: for non-completion of the work within the time limited agreed upon will be assessed in the amount of actual damages to the Owner but in no event not more than \$250.00 per day.
39. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published in a local newspaper of general circulation.
40. Closing remarks / questions. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Elizabeth Miiller at elizabeth.miller@cityofmobile.org.

[illegible]

SECTION 01230

ALTERNATIVE BID ITEMS,
ADDENDUM #1, DATED AUGUST 8, 2025

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes
 - 1. Documentation of changes to Contract Sum and/or Contract Time.
- B. Contract Documents contain pertinent requirements for materials and methods to accomplish work described herein.
- C. Provide alternate costs for inclusion in Contract Sum if accepted by Owner.

1.3 RELATED REQUIREMENTS

- A. Owner/Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.
- B. Individual specification sections identified.

1.4 PROCEDURES

- A. Alternates will be exercised at the option of Owner.
- B. Coordinate related work and modify surrounding work as required to complete the work, including changes under each Alternate, when acceptance is designated in Owner/Contractor Agreement.

1.5 DESCRIPTION OF ALTERNATES

- A. Alternate #1: *Remove and replace units AHU-1 and AHU-2.*

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION



Addendum No. 2

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Elizabeth Miller
City of Mobile Architectural Engineering Department

Re: Figures Park - Community Center Mechanical Improvements
Project # PR-035-25

Date: August 14, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated August 6, 2025. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

- Item 1. The items to be included in the Base Bid design and Additive Alternate #1 design have been changed per the RFI answers listed below.
- Item 2. The Bid forms should only list an amount for the revised Base Bid design, and the Additive Alternate #1 should be blank.
- Item 3. The selected preferred low bidder shall be provided with revised drawings that shall include all the Addendum items
- Item 4. Extended cut-off for questions (emailed to elizabeth.miller@cityofmobile.org) to Friday, 8/15/25 at 3:00pm.

Forms and Specifications:

- Item 1. Replace Section 00400 Bid Form with Section 00400 Bid Form, Addendum #2, dated August 14, 2025. Removed Additive Alternate #1 Bid line.

Drawings: N/A

RFI's:

Question 1. The base bid is to change the existing R22 condensing units and evaporator coils and keep the existing AHU's but there are several problems with this. The current EPA regulations do not allow an existing R22 system to be upgraded to R410A. Furthermore, the EPA regulations do not allow evaporator coils using A2L refrigerants to be field installed in existing AHU's that were not originally designed for A2L. This also violates UL requirements. Leak detection is required to be factory designed and installed and that is impossible with a partial retrofit like this. I see no mention of leak detection in the base bid details. Would the City and their inspectors be willing to provide a code variance in writing prior to bid that also exempts the contractor and manufacturer from the applicable EPA and UL requirements? If not, then the other option would be to restructure the bid where the base bid also includes the replacement of the complete AHU's including the factory leak detection.

Answer 1. After careful review of the latest EPA and UL regulations, it shall not be acceptable to retrofit the existing R-22 air handling units to operate with the latest A2L refrigerant. The code does allow for the existing units to be retrofit under the condition that the City of Mobile, Alabama Officials issue a variance. Issuing a variance is not recommended by Isaiah Engineering.

Question 2 Sheet M-1.0 note 21 reads "THE EXISTING DDC (DIRECT DIGITAL CONTROL) SYSTEM SHALL REMAIN IN PLACE TO CONTROL THE NEW EQUIPMENT". Based on my site visits there is no functional DDC system. I attached a picture I took of one of these "DDC" panels. The existing AHU's have 2 stage thermostats on them with stages jumped together when they should be controlling the 4 stages of cooling. The new systems are 4 stage cooling systems and should also have modulating HW heating control. Furthermore, the leak detection system required for A2L refrigerants will require additional logic than what is currently installed with the old residential thermostats. I did not see any mention of leak detection devices mentioned in the plans or specs. A new DDC system will be required to control these systems well. If just thermostatic controls are desired, then new thermostats and wiring will be required to control it satisfactorily.

Answer 2. After careful review of the existing HVAC control systems, a central DDC system does not exist. The existing control system shall be modified as required to provide a fully functional and complete HVAC system. The work shall include but shall not be limited to removing and replacing existing thermostats for both AHU-1 and AHU-2. The new air handling units shall include A2L leak detection and control.

Description of upcoming plan revisions due to RFIs #1 & 2:

- A. **Drawing Sheet M-1.0:** the following revisions to the General Notes shall be as follows:
- a. General Note 13E shall be deleted in its entirety and replaced with the following:
"Removal and replacement of existing air handling unit AHU-1."

- b. General Note 13F shall be deleted in its entirety and replaced with the following:
“Removal and replacement of existing air handling unit AHU-2.”
 - c. The following Paragraph 13P shall be added to General Notes in its entirety:
“Provide the labor and materials to remove and replace the existing the existing thermostat for AHU-1 (Activities Center) with a **new** thermostat. The new thermostat shall be capable of operating two (2) stages of heating and four (4) stages of cooling. The thermostat shall be model a Honeywell T7350D (or Engineer approved equal).”
 - d. The following Paragraph 13Q shall be added to General Notes in its entirety:
 - e. “Provide the labor and materials to remove and replace the existing the existing thermostat for AHU-2 (Gymnasium) with a new thermostat. The new thermostat shall be capable of operating two (2) stages of heating and four (4) stages of cooling. The thermostat shall be model a Honeywell T7350D (or Engineer approved equal).”
 - f. General Note 14 shall be deleted in its entirety.
- B. **Drawing Sheet M-2.0:** The following revisions to the Key Notes shall be as follows:
- a. Keynote No. 1 shall be deleted in its entirety and replaced with the following:
 - b. “The Contractor shall provide the labor and materials to remove and replace the air handling units AHU-1 & AHU-2, condensing units CU-1A, CU-1B, CU-2A, CU-2B and Boiler HB-1 “
 - c. Keynote No. 2 shall be deleted in its entirety.
- C. **Drawing Sheet M-3.0:** The following revisions to the Keynotes shall be as follows:
- a. Keynote No. 1 shall be deleted in its entirety and replaced with the following:
“The Contractor shall provide the labor and materials to remove and replace the air handling units AHU-1 & AHU-2, condensing units CU-1A, CU-1B, CU-2A, CU-2B and Boiler HB-1 “
 - b. Keynote No. 2 shall be deleted in its entirety.
- D. **Drawing Sheet M-4.0:** Base Bid and Bid Alternate #1 items shall refer to Drawings M-1.0, M-2.0 and M-3.0.
- E. **Drawing Sheet E-1.0:** The following revisions to the Keynotes shall be as follows:
- a. The following Item No. F shall be added to Keynote No. 5 in its entirety:
“Removal and replacement of existing air handling unit AHU-1.”
 - b. The following Item No. G shall be added to Keynote No. 5 in its entirety:
 - c. “Removal and replacement of existing air handling unit AHU-2.”
 - d. Keynote No. 6 shall be deleted in its entirety.
- F. **Drawing Sheet E-2.0:** The following revisions to the Keynotes shall be as follows:
- a. The following Item No. F shall be added to Keynote No. 4 in its entirety: “Removal and replacement of existing air handling unit AHU-1.”
 - b. The following Item No. G shall be added to Keynote No. 4 in its entirety: “Removal and replacement of existing air handling unit AHU-2.”
 - c. Keynote No. 5 shall be deleted in its entirety.
- G. **Drawing Sheet E-3.0:** The following revisions to the Keynotes shall be as follows:

- a. The following Item No. F shall be added to Keynote No. 4 in its entirety: "Removal and replacement of existing air handling unit AHU-1."
- b. The following Item No. G shall be added to Keynote No. 4 in its entirety: "Removal and replacement of existing air handling unit AHU-2."
- c. Keynote No. 5 shall be deleted in its entirety.

END OF ADDENDUM NO. 2

SECTION 00400

BID FORM
ADDENDUM #2, DATED AUGUST 14, 2025

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

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

REF: PROJECT NO.: PR-035-25
PROJECT NAME: Figures Park Community Center
- Mechanical Improvements
PROJECT LOCATION: 658 Donald Street C
Mobile, Alabama, 36617

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Isaiah Engineering, Inc dated July 30, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: _____

ADDRESS: _____ **PHONE** _____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO. _____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

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

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

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for approximately one hundred fifty (150) calendar days from the date of the Notice to Proceed.

Base Bid: \$.00

Contingency Allowance: + \$ 30,000.00

Total Base Bid: \$.00

(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, (\$.00)
(Amount in Words) (Amount in Figures)

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

CONTINGENCY ALLOWANCE: \$30,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000.00, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

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

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

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that

Figures Park Community Center
Mechanical Improvements
PR-035-25

individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

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

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: _____
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: _____
(Printed or Typed)

TITLE _____ **DATE** _____, 2025
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____ 2025

Notary Public

- Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM



CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Taylor Park Community Center Improvement

CAPITAL PROJECT #: C0538 (20002000-48010)

CONTRACT AMOUNT: \$6,075,365.00 DATE OF
RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-003-
24

PROJECT DESCRIPTION: Demolition, site improvement, renovation of
existing gym, and construction of a new community center.

VENDOR NAME: Rogers & Willard
Inc.

VENDOR NUMBER: 294273

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special

rate_____

****Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant II Date: 10/31/2025

RESOLUTION

2025

Sponsored by:

Mayor Spiro N. Cheriogotis and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Rogers & Willard Inc.

Project Name: CIP Taylor Park Community Center Improvement

Project Number: PR-003-24

Amount: \$6,075,365.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Taylor Park Community Center Improvement

CAPITAL PROJECT #: C0538 (20002000-48010)

CONTRACT AMOUNT: \$6,075,365.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-003-24

PROJECT DESCRIPTION: Demolition, site improvement, renovation of existing gym, and construction of a new community center.

VENDOR NAME: Rogers & Willard Inc.

VENDOR NUMBER: 294273

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% X or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant II Date: 10/31/2025

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 27th day of October in the year 2025

BETWEEN the Owner:

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

and the Contractor:

Rogers & Willard Inc.
550 St. Michael, Suite A
Mobile, Al 36602
City of Mobile Business License Number: 33130
GC License No. 18844

for the following Project:

Taylor Park -Community Center Improvement
1050 Baltimore Street
Mobile, Alabama 36607
Project Number PR-003-24 (C0538)

Scope: Demolition, site improvement, renovation of existing gym, and construction of a new community center.

The Architect:

Watermark Design Group, LLC.
John A McArthur
2970 Cottage Hill Road #200
Mobile, Alabama 36606

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

[X] A date set forth in a notice to proceed issued by the Owner.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[X] Not later than Three Hundred Twenty (320) calendar days from the date of commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Seventy-Five Thousand Three Hundred Sixty-Five Dollars and 00/100 (\$ 6,075,365.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$5,519,970.00

Envelope Adjustment: \$ 16,000.00

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User Notes:

(68ffa2d9805423b4848737fa)

Contingency Allowances: \$205,000.00

Alternates 1,2,3, and 5: \$334,395.00

Total Contract Sum: \$6,075,365.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

<u>Item</u>	<u>Price</u>
1. Abate/Demo/New LVT Gym Floor	\$122,216.00
2. New Bleachers in Gym	\$40,678.00
3. New Metal Panels at Gym	\$153,116.00
4. Exterior Paint at Gym -Void by 3.	Not taken
5. Polished Concrete Floor	\$18,385.00

§ 4.3 Allowances, if any, included in the Contract Sum:

<u>Item</u>	<u>Price</u>
1. Contingency Allowance	\$200,000.00
2. Signage Allowance	\$5,000.00

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to procurement of materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
None		

§ 4.5 Liquidated damages, if any:

A time charge equal to One Thousand Two Hundred Fifty and 00/100 Dollars (\$1250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted and Five Hundred and 00/100 Dollars (\$500.00) for any required closeouts documents that are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

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

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

§ 5.1.7.2 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

§ 5.1.7.3 If final completion of the work is materially delayed through no fault of the Contractor, the Owner may, at the Owner's sole discretion, without terminating the Contract, release the withheld retention, or any portion thereof, prior to final completion of the work provided the Contractor has complied with § 5.2.2 for the portion of the work for which retainage is being released.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

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

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Rogers and Willard, Inc. has completed the contract for PR-003-24 (C0538), CIP Taylor Park Community Center Improvement and , 1050 Baltimore Street, Mobile, Al 36605 All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department,

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Volkert, Inc., Program Manager

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

Director, Real Estate and Asset Management
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

Bill Davis, Vice President
Rogers & Willard Inc.
550 St. Michael, Suite A
Mobile, AL 36602

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	\$1,000,000 each accident
B.	Bodily Injury by Disease	\$1,000,000 each employee
C.	Bodily Injury by Disease	\$1,000,000 each policy
- .3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
B.	Property Damage	\$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	\$1,000,000 combined single limit
D.	Damage to Rented Premises	\$1,000,000 each occurrence
- .4 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property Damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:

I. Included or (X) Not Applicable.
Underground Hazard:
Included or (X) Not Applicable.

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

A.	Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
B.	Property damage	\$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	\$1,000,000 combined single limit

.8	Umbrella/Excess Liability:	\$5,000,000 combined single limit each occurrence for bodily injury and/or property damage and must follow-form
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9. **Builder's Risk Coverage (Property Insurance):** The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

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

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

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:

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

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).

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

§ 8.6 Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.
- .3 Drawings -As provided in the Taylor Park -Community Center Improvement Plan Set and Project Manual dated September 12, 2025 and Addenda 1 through 3.
- .4 Specifications - As provided in the Taylor Park -Community Center Improvement Plan Set and Project Manual dated September 12, 2025 and Addenda 1 through 3.
- .5 Addenda:

Number	Date
1	09/12/2025.
2	10/08/2025.
3	10/17/2025.

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

§ 9.2

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

§ 9.2.1 Other documents, if any, listed below:

None

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

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

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly

responsible therefore.

ARTICLE 10 USE OF CITY PROJECT MANAGEMENT SOFTWARE (E-BUILDER)

§ 10.1 The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout.

The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of this Agreement, and may delay processing of project documentation.

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Rogers and Willard Inc.



OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Bill Davis, VP

ATTEST:

City Clerk

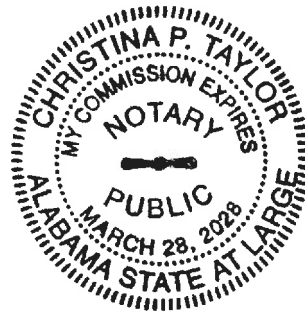
STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **Bill Davis, Rogers and Willard Inc.** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 30 day of October, 20 25.

NOTARY PUBLIC

My Commission Expires: 3/28/28

Christina P. Taylor



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General Conditions of the Contract for Construction

for the following PROJECT:

Taylor Park Community Center
11050 Baltimore Street
Mobile, AL 36605
Project Number PR-003-24/PR-052-21 (C0538)

THE OWNER:

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

THE ARCHITECT:

(Name, legal status and address)

Watermark Design Group, LLC.
2970 Cottage Hill Road #200
Mobile, Alabama 36606

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

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promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

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superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, an amount not to exceed a combined aggregate (15%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) including lower tier subcontractor's markups and mark-up on General Contractor's direct cost (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented by the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment on the first of each month for Work performed through the 25th of the preceding month, in accordance with the accepted schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work, that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time **may** be extended appropriately and the Contract Sum **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction
- .4 The Contractor shall request utility locates by all known utility owners. The Contractor shall be responsible for damage done to buried cables and other utilities by Contractor's equipment and personnel if Contractor fails to request locates or fails to maintain utility locates.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 The Owner shall not be responsible for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

§ 10.3.4 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.5 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner may reimburse the Contractor for all reasonable cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted.

§ ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

§ ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of State of Alabama.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

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§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed costs incurred by reason of termination.

§ ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonably should have first recognized the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim**, that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. No claim for additional time shall be granted unless the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time; could not have been reasonably anticipated and the Contractor had taken reasonable efforts to minimize the impact; the adverse weather conditions occurred on or impacted a scheduled work day during regularly scheduled work hours; and the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

Init.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall not be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

(Paragraphs deleted)

Init.

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Rogers & Willard, Inc., 550 St. Michael Street, Suite A, Mobile, AL 36602 hereinafter called the Principal, and Hartford Fire Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Six Million, Seventy-Five Thousand, Three Hundred Sixty-Five & 00/100 Dollars (\$6,075,365.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the 27th day of October, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Taylor Park New Community Center & Site Improvements (PR-003-24), 1050 Baltimore Street, Mobile, Alabama, 36605, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS

SIGNED, SEALED AND DELIVERED this 28th day of October, 2025.

CONTRACTOR AS PRINCIPAL
Company: Rogers & Willard, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Bill Davis, VP

SURETY
Company: Hartford Fire Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Ann Hamby, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Josh McDaniel, AL Resident Agent
Company Name: WTW Southeast, Inc.
Address: 505 20th Street North, Suite 940
Birmingham, AL 35203
Phone and Fax: (205) 871-3800

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

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Rogers & Willard, Inc., as Principal, and Hartford Fire Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Six Million, Seventy-Five Thousand, Three Hundred Sixty-Five Dollars and no/cents (\$6,075,365.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the 27th day of October, 2025, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Taylor Park New Community Center & Site Improvements (PR-003-24), 1050 Baltimore Street, Mobile, Alabama, 36605, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

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

EXECUTED IN FOUR (4) COUNTERPARTS

SIGNED, SEALED AND DELIVERED this 28th day of October, 2025

CONTRACTOR AS PRINCIPAL
Company: Rogers & Willard, Inc.

SURETY
Company: Hartford Fire Insurance Company

(Corporate Seal)

(Corporate Seal)

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Name and Title: Bill Davis, Vice President Name and Title: Ann Hamby, Attorney-in-Fact

Resident Agent: [Signature]
(Signature)

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

Name and Title: Josh McDaniel, AL Resident Agent
Company Name: WTW Southeast, Inc.
Address: 505 20th Street North, Suite 940
Birmingham, AL 35203
Phone and Fax: (205) 871-3800

Labor and Material Payment Bond

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WILLIS TOWERS WATSON SOUTHEAST INC

Agency Code: 21-250017

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Alexis Apostolidis, Samuel E. Begun, Bryan M. Caneschi, Saykham Chanthasone, Lorina Garicia, Michelle A. McMahon, Aimee Perondine, Jenny Rose Belen Phothirath, Mercedes Phothirath, Donna M. Planeta, Joshua Sanford, Bethany Stevenson, Eric Strba, Jynell Marie Whitehead of Hartford CT, Cassandra Baez, Amanda Pierina D'Angelo, Jennifer Gail Godere, Rebecca M. Josephson, Kristopher Pisano, Jeannette Porriini, Kathryn Pryor, Gentry Stewart of Mount Laurel NJ, Nicholas Turecamo of Nashville TN, Ann Hamby, Debbie Mantooth, Josh McDaniel, James C. Morris, Lisa A. Pless, Ben Thompson, Gloria Toellner of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 28, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2025

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 Alliant Insurance Services, Inc. 105 W. Washington Street Suite A2 Ridgeland MS 39157	CONTACT NAME: Jamie White PHONE (A/C, No, Ext): 769-230-1279 E-MAIL ADDRESS: jwhite@alliant.com FAX (A/C, No): 601-709-4615														
License#: 0C36861 ROGE&WI-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Aspen American Insurance Compa</td><td>43460</td></tr><tr><td>INSURER B : Zurich American Insurance Comp</td><td>16535</td></tr><tr><td>INSURER C : Amer Guarantee & Liab Ins Co</td><td>26247</td></tr><tr><td>INSURER D : American Zurich Insurance Comp</td><td>40142</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Aspen American Insurance Compa	43460	INSURER B : Zurich American Insurance Comp	16535	INSURER C : Amer Guarantee & Liab Ins Co	26247	INSURER D : American Zurich Insurance Comp	40142	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Rogers & Willard, Inc. 550 St. Michael Street Suite A Mobile AL 36602															

COVERAGES

CERTIFICATE NUMBER: 269000505

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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO8564766-02	10/5/2025	10/5/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP8564763-02	10/5/2025	10/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	SXS8564767-02	10/5/2025	10/5/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Prod/Comp/Ops Agg \$5,000,000
B	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 N	Y	WC8564760-02	10/5/2025	10/5/2026	☒ PER STATUTE ☐ 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
A	Leased/Rented Equipment			IM00JAM25	10/5/2025	10/5/2026	Limit Deductible \$200,000 \$1,000

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

Project: City of Mobile Project No PR-003-24(C0538), Taylor Park - Community Center Improvement, 1050 Baltimore Street, Mobile, Alabama 36607 City of Mobile, Watermark Design Group, LLC (Architect), and any other party required by the contract documents are included as additional insureds on all policies except the worker's compensation policy on a primary and non-contributory basis including ongoing and completed operations. A waiver of subrogation is included in favor of City of Mobile, Watermark Design Group, LLC (Architect) and any other party required by the contract documents on all policies. A 30 days prior written notice of cancellation, non-renewal, or material change in coverage (10 days for non-payment of premium) is included on all policies in favor of the certificate holder. Contractual Liability is included as required by the contract documents.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

10/30/2025

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

AGENCY Alliant Insurance Services, Inc. 105 West Washington Street Suite A2 Ridgeland, MS 39157		PHONE (A/C, No, Ext): 601-709-4613	COMPANY American Zurich Insurance Company	
		License#: 0C36861		
FAX (A/C, No): 601-709-4615	E-MAIL ADDRESS: white@alliant.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:				
INSURED Rogers & Willard, Inc. 550 St. Michael Street Suite A Mobile AL 36602			LOAN NUMBER	POLICY NUMBER ER78188217
			EFFECTIVE DATE 11/17/2025	EXPIRATION DATE 10/17/2026
			☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Project: City of Mobile Project No PR-003-24(C0538), Taylor Park, 1050 Baltimore Street, Mobile, Alabama 36605

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD X SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Special Form Builders Risk	\$6,075,365	\$5,000
Transit Coverage	\$250,000	\$5,000
Temporary Location	\$350,000	\$5,000
Wind/Hail other than Named Storm	\$6,075,365	\$10,000
Named Storm	\$6,075,365	3%/10,000 Min.

REMARKS (Including Special Conditions)

Project: City of Mobile Project No PR-003-24(C0538), Taylor Park - Community Center Improvement, 1050 Baltimore Street, Mobile, Alabama 36607. A 30 days prior written notice of cancellation, non-renewal, or material change in coverage (10 days for non-payment of premium) is included on all policies in favor of the certificate holder.

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.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	☐ ADDITIONAL INSURED	☐ LENDER'S LOSS PAYABLE	☐ LOSS PAYEE
	☐ MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

ACORD 27 (2016/03)

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STATE OF ALABAMA

U

BID LIMIT:

UNLIMITED

AMOUNT:



LICENSE NO.:

18844

TYPE:

RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ROGERS & WILLARD INC

MOBILE, AL 36602

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS-S: ROADS, MU-S: GAS AND OIL PROJECTS, MU-S: SEWER PROJECTS, MU-S: TELECOMMUNICATION PROJECTS, MU-S: WATER PROJECTS

until May 31, 2026

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

21st day of May, 2025

SECRETARY-TREASURER

Michael B. Ten

CHAIRMAN

Charles A. Carter

217356



Rogers & Willard, Inc.	
Entity ID Number	000-144-526
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/01/1991
Registered Agent Name	ROGERS, MICHAEL C JR
Registered Office Street Address	451 ST. LOUIS ST. MOBILE, AL 36602
Registered Office Mailing Address	451 ST. LOUIS ST. MOBILE, AL 36602
Nature of Business	GENERAL CONSTRUCTION BUSINESS
Capital Authorized	\$100
Capital Paid In	---
Incorporators	
Incorporator Name	MCALEER, PATRICK A
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ROGERS, MIKE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	

Rogers & Willard, Inc.	
Report Year	1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	01/19/1993
Legal Name Changed From	McAleer-Rogers, Inc.
Transaction Date	12/27/1995
Legal Name Changed From	McAleer-Rogers-Willard, Inc.
Transaction Date	12/27/2000
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	07/16/2007
Registered Agent Changed From	MCALEER, PATRICK A 7068 AIRPORT BLVD MOBILE, AL 36670
Transaction Date	08/17/2009
Capital Amounts Changed From	\$10,000 Authorized --- Paid In
Transaction Date	08/17/2009
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	12/06/2021
Registered Agent Changed From	ROGERS, MICHAEL C JR 3005 MILL STREET MOBILE, AL 36607
Scanned Documents	
Document Date / Type / Pages	08/01/1991 Certificate of Formation 6 pgs.
Document Date / Type / Pages	01/19/1993 Legal Name Change 4 pgs.
Document Date / Type / Pages	12/27/1995 Legal Name Change 3 pgs.
Document Date / Type / Pages	12/27/2000 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	07/16/2007 Registered Agent Change 1 pg.

Rogers & Willard, Inc.	
Document Date / Type / Pages	08/17/2009 Miscellaneous Entry 3 pgs.
Document Date / Type / Pages	12/06/2021 Registered Agent Change 2 pgs.

New Search



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Section I. Information about your company
FORM 1: Background and Plan

Company	Rogers & Willard Inc.
Address	550 St. Michael Street, Suite A, Mobile, AL 36602
Telephone	251-479-2675
E-Mail	Bdavis@rogerswillard.com

RFP/RFQ Solicitation Number	Taylor Park Community Center				
Project Description					
Is your company a DBE company?	Yes ☐	No ☒			
Work force demographics	Male 25	Female 15	Minority	Non-minority	Vets 4
Total #of Employees			40		

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Rogers & Willard Inc.
Signature: [Signature] Date: 10/22/25
Title: Vice President

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

Name: Leah Cooke Title: Lead Estimator
E-mail: LCooke@RogersWillard.com Phone: 251-479-2675



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Rogers & Willard Inc.

Contact Person: Leah Cooke Phone 251-479-2675 Email Lcooke@rogerswillard.com

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

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE's
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



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

X		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

Suggestions or comments to improve this program. _____



**Taylor Park Community Center
Subcontractor/DBE Report**

Subcontractor	Phone	Scope of Work	Value	% of Bid	DBE?	Official Verification
L&G Industries	251-300-8037	Dumpsters	8,000	1%	Yes	
K&K Services	251-622-2998	Site	754,850	13%	No	
Evans & Co.	800-832-4521	Site Materials	175,000	3%	Yes	
Hughes 360	251-510-3772	Paving & Striping	135,000	3%	Yes	
Hernandez	251-379-7038	Abatement	12,072	1%	No	
Landscape Workshop	985-789-5431	Landscape	159,953	3%	No	
Hahn	251-375-4648	Concrete	384,000	7%	No	
L&G Industries	251-300-8037	Concrete Footing Materials	25,000	1%	Yes	
Superior	251-452-1252	Masonry	48,200	1%	Yes	
Gipson Steel	601-482-5131	Steel & Erection	366,464	6%	No	
Hartley Bros	251-666-5293	Millwork	78,360	2%	No	
Willoughby	205-446-1239	Roofing	234,560	4%	No	
Roof Doctors	251-233-8682	Metal Panels	238,800	4%	No	
Brabner & Hollon	251-479-3053	Doors	198,000	4%	No	
Port City	251-414-5858	Glass	187,000	3%	No	
Calspar	251-454-3637	Drywall/ACT	240,000	4%	No	
CC Restoration	251-753-3569	Paint	61,650	1%	No	
TS Wall	251-471-4446	Flooring	111,178	2%	No	



550 Saint Michael Street • Suite A • Mobile, Alabama 36602
251-479-2675 Office • 251-479-2776 F



Premier	251-666-1002	Plumbing/Utilities	240,820	4%	No	
Harris & Harris	251-554-2154	HVAC	136,655	3%	No	
Southeastern FP	251-675-4468	Fire Sprinkler	53,400	1%	No	
Demtek	251-281-8530	Electrical	394,500	7%	No	
Struthers	205-663-5058	Site Furnishing	96,742	2%	No	
Fluid Metalworks	850-332-0103	Railings	28,700	1%	No	
Mitchell	601-482-7471	Signage	47,713	1%	No	
Cox Pools	251-974-5244	Pool Cleaning	35,750	1%	No	



550 Saint Michael Street • Suite A • Mobile, Ala
251-479-2675 Office • 251-479-2776 F





Company ID Number: 352599

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Rogers & Willard, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 352599

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 352599

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

Company ID Number: 352599

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 352599

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



Company ID Number: 352599

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



Company ID Number: 352599

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



Company ID Number: 352599

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 352599

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 352599

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

Employer Rogers & Willard, Inc.

Julie Beall

Name (Please Type or Print)

Title

Electronically Signed

08/23/2010

Signature

Date

Julie Beall

8-23-2010

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

08/23/2010

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Rogers & Willard, Inc.
Company Facility Address:	3005 Mill Street
	Mobile, AL 36607
Company Alternate Address:	P.O. Box 7394
	Mobile, AL 33670
County or Parish:	MOBILE
Employer Identification Number:	631050345



Company ID Number: 352599

North American Industry Classification Systems Code:	236
Parent Company:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

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

Name:	Wanda Burch	Fax Number:	(251) 479 - 2776
Telephone Number:	(251) 300 - 6583		
E-mail Address:	wburch@rogerswillard.com		
Name:	Julie I Beall	Fax Number:	(251) 479 - 7443
Telephone Number:	(251) 300 - 6589		
E-mail Address:	jbeall@rogerswillard.com		



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Sandy Stimpson, Mayor
William Carroll, Councilmember

Purpose and Scope of Project:

Updating and cleaning of ducts

Amount of Contract:

\$1,190.00

Funding Source

C0785-CIP Springhill Rec Ctr Imprv 20002000-48010

ATTACHMENTS:

1. Goram Air Conditioning Resolution
2. C0785 GORAM AIR CONDITIONING CO INC Change Order #2

REVIEWERS:

Marilyn Bullard
Carleen Stout
Brenda Rhodes
Geoffrey Alexander
James Barber

RESOLUTION

2025

Sponsored by: Mayor William S. Stimpson

Councilmember: William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, that is necessary to perform essential minimum functions of the Council, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Goram Air Conditioning Co Inc.

Project Name: CIP PK Springhill Rec Ctr

Project Number: C0785

Amount: \$ 1,190.00

Adopted:

City Clerk

CITY OF MOBILE
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827



PROJECT: CIP PK SPRINGHILL REC CTR IMPRV
ADDRESS: 1151 Springhill Avenue
Mobile, Alabama 36604

CHANGE ORDER NO.: (2) Two
DATE: October 08, 2025

TO CONTRACTOR: GORAM AIR CONDITIONING CO
INC.
ADDRESS: 1252 HOUSTON STREET
MOBILE, ALABAMA 36606

PROJECT NO.: PR-067-23
CONTRACT DATE: June 25, 2025

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto:

THE CONTRACT IS CHANGED AS FOLLOWS:

The total contract amount for the subject project is \$71,287.00, including a \$6,000.00 contingency allowance. The \$6,000.00 contingency allowance an additional \$1,190.00 change order shall be used to include work requested by Facilities Maintenance. The change order #1 shows an deposit of \$6,000.00, returned to City of Mobile which increasing the contact sum:

- Duct Cleaning \$7,190.00

Original Contract Sum was	\$ 65,287.00
Net change by previously authorized Change Orders	\$ 6000.00
Contract Sum prior to this Change Order was	\$ 71,287.00
Contract Sum will increase by this change Order in the amount of	\$ 1,190.00
New Contract Sum including this Change Order will be	\$ 72,477.00

Contract Time will not change by (0) days.
The date of Substantial Completion as of this Change Order will not change.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architectural Engineering Department
ARCHITECT

Goram Air Conditioning Company, Inc.
CONTRACTOR

APPROVED

APPROVED

BY (Signature)

BY (Signature)

Shannon McIntyre, Director of Architectual Engineering
(Typed Name/Title)

Darren W. Deas/ Vice President
(Typed Name/Title)
10/23/2025

MAYOR (Signature)

Date

DATE

ATTEST:

(Corporate Seal if applicable)

CITY CLERK

Date

SLM
10/10/25

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3032

DATE OF REQUEST: 10/08/2025

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)
VENDOR NAME: GORAM AIR CONDITIONING CO INC. V#74050
DISTRICT#: Select Item. 2
DEPT. PROJECT#: PR-067-23

ADD+
REQUEST: Please **Select option.** \$ 1,190.00 from Capital Project#/Title:
C0785 CIP PK SPRINGHILL REC CTR IMPRV
to contract# 4991

Total amount of Change Order: \$ 1,190.00
Current contract amount: \$ 71,287.00
Revised contract amount: \$ 72,477.00

Comments: TO INCREASE THE CONTRACT SUM BY THE ABOVE AMOUNT FOR
ADDITIONAL SCOPE OF WORK REQUESTED BY FACILITIES MAINTENANCE.

Marilyn Bullard
Employee signature Approval signature

CITY OF MOBILE
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827



PROJECT: CIP PK SPRINGHILL REC CTR IMPRV
ADDRESS: 1151 Springhill Avenue
Mobile, Alabama 36604

CHANGE ORDER NO.: (2) Two
DATE: October 08, 2025

TO CONTRACTOR: GORAM AIR CONDITIONING CO
INC.
ADDRESS: 1252 HOUSTON STREET
MOBILE, ALABAMA 36606

PROJECT NO.: PR-067-23
CONTRACT DATE: June 25, 2025

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto:

THE CONTRACT IS CHANGED AS FOLLOWS:

The total contract amount for the subject project is \$71,287.00, including a \$6,000.00 contingency allowance. The \$6,000.00 contingency allowance an additional \$1,190.00 change order shall be used to include work requested by Facilities Maintenance. The change order #1 shows an deposit of \$6,000.00, returned to City of Mobile which increasing the contact sum:

- Duct Cleaning \$7,190.00

Original Contract Sum was	\$ 65,287.00
Net change by previously authorized Change Orders	\$ 6000.00
Contract Sum prior to this Change Order was	\$ 71,287.00
Contract Sum will increase by this change Order in the amount of	\$ 1,190.00
New Contract Sum including this Change Order will be	\$ 72,477.00

Contract Time will not change by (0) days.

The date of Substantial Completion as of this Change Order will not change.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architectural Engineering Department
ARCHITECT

Goram Air Conditioning Company, Inc.
CONTRACTOR

APPROVED

APPROVED

BY (Signature)

BY (Signature)

Shannon McIntyre, Director of Architectual Engineering
(Typed Name/Title)

Darren W. Deas/ Vice President
(Typed Name/Title)

MAYOR (Signature)

Date

DATE

ATTEST:

(Corporate Seal if applicable)

CITY CLERK

Date



MEMORANDUM

TO: City Legal

FROM: Architectural Engineering Department

DATE: October 08, 2025

SUBJECT: Change Order #002
CIP Pk Springhill Rec Ctr Imprv
1151 Springhill Avenue
Mobile, Alabama 36604

Project No. PR-067-23

JUSTIFICATION FOR CHANGE ORDER #002:

The total contract amount for the subject project is \$71,287.00, which includes a \$6,000.00 contingency allowance. The \$6,000.00 contingency allowance an additional \$1,190.00 that shall be used for additional scope of work requested by Facilities Maintenance.

This work was not anticipated in the original scope of work and therefore was not included in the bid package.

It is in the best interest of the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required equipment at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty. Having a separate Contractor mobilizing and making these various small changes would be prohibitive for both time and cost, and the overlap of work area with the current Contractor would cause uncertainty in responsibility.

Sincerely,

A handwritten signature in blue ink, appearing to read 'RW', is written over a horizontal line.

Roger Washington
Capital Project Manager
Architectural Engineering Department

JUSTIFICATION FOR CHANGE ORDER



**PROJECT NAME: SPRINGHILL RECREATION CENTER-HVAC
REPLACEMENT**
PROJECT LOCATION 1151 SPRINGHILL AVENUE., MOBILE, AL 36604
DISTRICT #: 2
PROJECT#: PR-067-23
**CAPITAL PROJECT # & NAME: C0785; CIP PK SPRINGHILL REC CTR
IMPRV**
CONTRACT #: 4991
VENDOR NAME: GORAM AIR CONDITIONING CO., INC
VENDOR #: 74050

The attached change order number two (2) to contract with Goram Air Conditioning Co, Inc dated 10.08.2025 is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.
- ☒ 5. See attached Memo.
- ☐ 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.

Roger Washington,
CIP Project Manager, Architectural Engineering Department

Carleen Stout, REAM Director/

Stout, Carleen; Bullard, Marily

McIntyre, Shannon

Carleen- The \$6,000.00 check from Goram Air Conditioning Company was for an overpayment of unused contingency that was billed and paid inadvertently for Springhill HVAC Replacement project (C0785). The Contractor has since provided a check for the over payment and the funds have been deposited back into the account C0785. Additional work (duck cleaning) has since been added to the contract, to which, the \$6,000.00 will be used for. What's left on the contract is the retainage to the contractor.

roger d. washington jr.

Architectural Engineering Department

O. 251.208.7812 / C. 251.214.1488

GORAM MECHANICAL

DBA: GORAM AIR CONDITIONING CO., INC.

AL # 83708

1252 HOUSTON STREET
MOBILE, ALABAMA 36606

TELEPHONE: 251-476-5003
FAX: 251-476-7471

Date: 6/9/2025

To: Roger Washington Jr.
City of Mobile

Subject: Springhill Recreation Center - Clean HYVAC duct for gym and bleacher sections.

Goram Mechanical is pleased to quote, for your consideration, providing labor and equipment to perform the subject project as follows:

Labor-----	\$4,860.00
Materials-----	\$2,330.00
Total Cost-----	\$7,190.00

Add 1.75% to total if bonding is required-

Note* This project will be performed during normal working hours.

Above prices are good for 30 days- After that pricing is subject to revision

We appreciate the opportunity to quote this project.

Goram Air Conditioning Co., Inc.
Darren Deas

cell # 251-379-3233
e-mail: Darren @goramair.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2025

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Charity Tout PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No): E-MAIL ADDRESS: CTout@higginbotham.com
INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: Middlesex Insurance Company INSURER B: Alabama Self-Insured Worker's Compensation Fund INSURER C: Midwest Employers Casualty Company INSURER D: INSURER E: INSURER F:
License#: 2081754 GORAIR-01	NAIC # 23434 0 23612

COVERAGES**CERTIFICATE NUMBER:** 303567243**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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	A0160905003	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	A0160905001	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ n			A0160905004	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	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 N	N/A	P100546AL2025 PVAL129001	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ 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
A A	Leased/Rented Equipment Builders' Risk/ Installation Floater			A0160905002 A0160905002	1/1/2025 1/1/2025	1/1/2026 1/1/2026	Limit: \$100,000 See Below Ded: \$1,000 See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)****Inland Marine - BUILDERS RISK - Installation Floater Policy****

Limits: Any One Job Site: \$350,000 At Any Location Other Than A Job Site: \$100,000 Property In Transit: \$25,000 Deductible: \$2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder. See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P. O. Box 1827
Mobile AL 36633

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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Automobile Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The Umbrella Liability policy is follow form.

Project: Springhill Recreation Center – HVAC Replacement - 1151 Springhill Avenue, Mobile, AL 36604 Project NO: PR-067-23

The City of Mobile are added as additional insured by endorsement on the General Liability policy, Automobile Liability, and Umbrella policies as their interests may appear in regard to work/service performed by the named insured, to the insurance certificate.

The General Liability policy and Automobile Liability policies has been endorsed to provide a Waiver of Subrogation in favor of City of Mobile.

The General Liability, Automobile Liability, and Umbrella Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mobile.

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3032

DATE OF REQUEST: 06/05/2025

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: GORAM AIR CONDITIONING CO INC. V#74050

DISTRICT#: Select Item. 2

DEPT. PROJECT#: PR-067-23

ADD+
REQUEST: Please Select option. \$ 6,000.00 from Capital Project#/Title:
C0785 CIP PK SPRINGHILL REC CTR IMPRV

to contract# 4991

Total amount of Change Order: \$ 6,000.00

Current contract amount: \$ 65,287.00

Revised contract amount: \$ 65,287.00

C0785
615725 Avail 141,904.13
(6000.00)
135,904.13

Comments: TO ADD THE CONTINENCY BACK TO CONTRACT DUE TO OVERPAYMENT
TO CONTRACTOR.

Marilyn Bullard
Employee signature

[Signature]
Approval signature

This is for account correction of over payment
to the contractor

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Goram Air Conditioning Company, Inc.

Project Name: Springhill Recreation Center – HVAC Replacement

Project Number: PR-067-23

Amount: \$65,287.00

Adopted: JUN 25 2024


ASSISTANT City Clerk

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



This Agreement made and entered into this June 25, 2024.

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

And the Contractor: Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile, Alabama 36606

City Business License No.:195350
Secretary of State Registration No.: 000-036-895

For the following Project: Springhill Recreation Center – HVAC Replacement
1151 Springhill Avenue
Mobile, Alabama 36604

Project Number: PR-067-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Sixty Five Thousand Two Hundred Eighty Seven and 00/100 Dollars (\$65,287.00) which includes a Contingency Allowance of Six Thousand and 00/100 (\$6,000.00).

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

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own

forces.

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

2.0 OWNER'S REPRESENTATIVE

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

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- 3.5 LIQUIDATED DAMAGES
A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.
- 3.6 INSURANCE
For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall be endorsed to name the City of Mobile as an additional insured*, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

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

Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee
- B. Comprehensive General Liability Insurance
1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- C. Automobile Liability Insurance:
1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. Excess/Umbrella Liability Insurance
1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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

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

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

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

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall

require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- 3.8 **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.
- 3.9 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- 3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 **BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 **METHOD of PAYMENT:** Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final

payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION OF CONTRACT: The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director Of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

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

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

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

To Contractor: Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile, Alabama 36606

3.16 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than \$50,000.00.

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

3.17 RETAINAGE

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

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

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

3.18 PROOF OF ADVERTISEMENT of COMPLETION

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

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

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Goram Air Conditioning Company, Inc. has completed the contract for 1151 Springhill Avenue Springhill Recreation Center – HVAC Replacement, PR-067-23, in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.19 CONTRACTOR WARRANTY and CERTIFICATION

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

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

4.0 CONTRACT DOCUMENTS

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

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

1. Request for Quotes documents, dated May 9, 2024, as prepared by the City of Mobile Architectural Engineering Department and;
2. Addendum No 1, dated May 13, 2024, Addendum No 2, dated May 20, 2024, etc.
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection,

war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

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

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

8.0 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.0 Public Contracts with Entities in Certain Boycott Activities

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

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

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

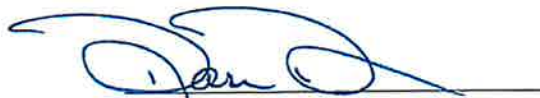
OWNER: City of Mobile

Legal Name of Party to Contract:

CONTRACTOR: Goram Air Conditioning Company, Inc.


Signature

William S. Stimpson, Mayor
Printed Name and Title


By Signature

Darren W. Deas, Vice President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile


City Clerk

ASSISTANT

Contractor:

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren W. Deas as Vice President of Goram Air Conditioning Company, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 6th day of June
20 24.


NOTARY PUBLIC
My Commission Expires: 4.14.25

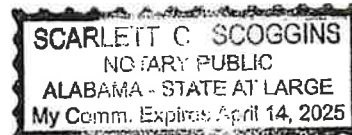


EXHIBIT A
SCOPE OF WORK

SPRINGHILL RECREATION CENTER – HVAC REPLACEMENT
1151 SPRINGHILL AVENUE
MOBILE, ALABAMA 36604
PR-067-23

Scope of Work: This Project consist of the replacement of the existing HVAC equipment and controls.

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Goram Air Conditioning Company, Inc., 1252 Houston Street Mobile, Alabama 36606 hereinafter called the Principal, and Hartford Casualty Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum Sixty Five Thousand Two Hundred Eighty Seven and 00/100 Dollars (\$65,287.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Springhill Recreation Center – HVAC Replacement ,PR-067-23, 1151 Springhill Avenue Mobile, Alabama 36604, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024.

CONTRACTOR AS PRINCIPAL

Company: Goram Air Conditioning Company, Inc.

(Corporate Seal)

By: 

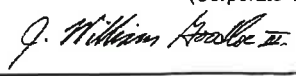
(Signature)

Name and Title: Darren Deas/Vice President

SURETY

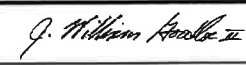
Company: Hartford Casualty Insurance Company

(Corporate Seal)

By: 

(Signature)

Name and Title: J. William Goodloe, III
Attorney-in-fact

Resident Agent: 

(Signature)

Name and Title: J. William Goodloe, III, AL Resident Agent

Company Name: Lyon Fry Cadden Insurance

Address: 3212 Midtown Park South

Mobile, AL 36606

Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright

REAM Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC

Agency Code: 21-250403

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

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Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

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Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

EXHIBIT 3



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

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

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

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

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

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

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

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

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



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

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

Section I. Information about your company **FORM 1: Background and Plan**

Company	Goram Air Conditioning Company, Inc.
Address	1252 Houston Street, Mobile, AL., 36606
Telephone	251-476-5003
E-Mail	Darren@goramair.com

RFP/RFQ Solicitation Number	PR-067-23
Project Description	Springhill Recreation Center - HVAC Replacement
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>67</u> Female <u>5</u> Minority <u>22</u> Non-minority <u>50</u> SDVO <u> </u>
	Total #of Employees <u>72</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darren Deas
Signature: [Signature] Date: 6/7/24
Title: Vice President

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

Name: Darren Deas Title: Vice President
Email: Darren@goramair.com Phone: 251-476-5003



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Goram Air Conditioning Company, Inc.

Contact Person: Darren Deas Phone 251-476-5003 Email Darren@goramair.com

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs.



Alabama Secretary of State



Goram Air Conditioning Company, Inc.	
Entity ID Number	000-036-895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	\$10,000
Capital Paid In	\$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
Incorporator Street Address	Not Provided

Goram Air Conditioning Company, Inc.	
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.

[Browse Results](#)
[New Search](#)

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008



Company ID Number: 122561

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2024

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606 License#: 2081754 GORAIR-01	CONTACT NAME: Charity Tout	
	PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No): 817-347-6981	
	E-MAIL ADDRESS: CTout@higginbotham.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Middlesex Insurance Company	23434
	INSURER B: Alabama Self-Insured Worker's Compensation Fund	0
	INSURER C: Midwest Employers Casualty Company	23612
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1714392197

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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			A0160905003	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A0160905001	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			A0058895	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	☒ 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 N		N/A	P100546AL2024 PUAL129001	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ 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
A	Leased/Rented Equipment			A016095002	1/1/2024	1/1/2025	Limit: \$100,000 Ded: \$1,000

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

Inland Marine - BUILDERS RISK - Installation Floater Policy

Policy Number: A0160905002

NAIC# 23434

Carrier: Middlesex Insurance Company

Policy Term: 1/1/2024 - 1/1/2025

Limits: Any One Job Site: \$350,000 At Any Location Other Than A Job Site: \$100,000 Property In Transit: \$25,000 Deductible: \$2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: GORAAIR-01

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops).

The General Liability and Automobile Liability policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

Project: Springhill Recreation Center – HVAC Replacement - 1151 Springhill Avenue, Mobile, AL 36604
 Project NO: PR-067-23

Certificate holder is insured as noted above and complete to include: City of Mobile

SPECIAL BROAD FORM AUTO ENDORSEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. Broadened Who Is An Insured

Under **Section II - Covered Autos Liability Coverage**, the following is added to **Coverage A.1. Who Is An Insured**:

d. Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or personal affairs.

e. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period; whichever is earlier; and
2. Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that occurred before you acquired or formed the organization.

f. For Any Covered "Auto":

Who Is An Insured is amended to include as an insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision applies only if there is no similar insurance available to the entity described above.

2. Additional Insured by Contract, Agreement or Permit

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who is An Insured** is amended to include the following as an "insured":

- A.** Any person or organization, where you have agreed by written contract to add as an additional insured, is an insured but only to

the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto Coverage Form.

The insurance afforded under this provision only applies if the "bodily injury" or "property damage" occurs:

1. During the policy period, and
2. After the execution of such written contract, and
3. Prior to the expiration of the period that the written contract requires such insurance to be provided to the additional insured.

- B.** This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

1. The person or organization is a Named Insured under such other insurance; and
2. Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

3. Waiver of Transfer of Rights of Recovery

The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with the respect to coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contract or agreement with such person(s) or organization(s), and
- B.** Prior to the "accident" or the "loss."

4. Broadened Supplementary Payments

Coverage Extension **2.a. Supplementary Payments** under **Section II - Covered Autos Liability Coverages** is amended as follows:

- A.** Paragraph **2.a.(2)** is amended to pay up to \$3,000 for cost of bail bonds; and

B. Paragraph 2.a.(4) is amended to pay for loss of earnings up to \$500 a day because of time off from work.

5. Fellow Employee Bodily Injury Extension

The Fellow Employee exclusion contained in **Section II - Covered Autos Liability Coverage** does not apply.

6. Accidental Airbag Discharge

The following is added to Exclusion B.3.a. under **Section III - PHYSICAL DAMAGE**:

This exclusion does not apply to the accidental discharge of an airbag in a covered auto for a loss that Physical Damage Coverage is shown in the Declarations.

7. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

8. Physical Damage Coverage Extensions

The following replaces the **Coverage Extensions** under **Section III - PHYSICAL DAMAGE**:

a. Transportation Expenses

We will pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger, truck or van type with a Gross Vehicle Weight of less than 10,000 pounds.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expense if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500.

9. Rental Reimbursement

- A. For any covered "auto" for which Comprehensive and Collision coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".
- B. We will pay up to the limit shown in the Declarations for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

- G. Our payment under this coverage extension is excess over any other rental reimbursement coverage available to you.

10. Hired Auto Physical Damage

- A. If you have Comprehensive or Specified Causes of Loss and Collision Coverages provided on your owned "autos" you may extend Physical Damage Coverage to any "autos" you lease, hire, rent or borrow; provided you have Liability Coverage for hired "autos".
- B. The hired "auto" must be of like kind and used as the "autos" owned and covered under this Coverage Form.
- C. The most we will pay for "loss" to any hired "auto" in any one "accident" is the least of the following amounts:
- (1) \$75,000
 - (2) The actual cash value of the hired "auto" at the time of the "loss"
 - (3) The cost of repairing or replacing the hired auto with other property of like kind and quality
- D. The following deductible provisions apply:
- (1) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage shown in the Declarations.
- E. Any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto" under this coverage extension.

11. Auto Loan And Lease Gap Coverage

Section III - PHYSICAL DAMAGE is amended by the addition of the following:

- A. In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
- (1) The amount paid under the policy's Physical Damage Coverage; and
 - (2) Any:
 - (a) Overdue or any deferred lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (e) Carry-over balances from previous loans or leases.

- B. This coverage extension applies to covered autos that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage. The "loss" must be caused by damage for which coverage is shown in the Declarations.

- C. For the purposes of this clause, the following is added to the Other Insurance Condition in the Business Auto Coverage Form:

The insurance provided by the Auto Loan and Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

12. Personal Effects

The following is added to **A.4. Coverage Extensions** under **Section III - Physical Damage Coverage**:

- A. We will extend Physical Damage Coverage on a covered "auto" to include personal property owned by you, a relative or an "employee" that is in the covered "auto" at the time of "loss". The "loss" must be caused by damage for which coverage is shown in the Declarations. There must be evidence of forced entry for loss caused by theft.
- B. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designated for use with audio, visual or data electronic equipment does not apply.
- C. The most we will pay for any one "loss" under this coverage extension is \$2,000. No Physical Damage Coverage deductible applies to this coverage extension.
- D. Coverage provided by this Personal Effects extension is excess over any other collectible insurance.
- E. The coverage extension does not apply to the following property:
- (1) Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment;
 - (2) Tools;
 - (3) Jewelry, precious metals and loose gems;
 - (4) Money and securities; or

- (5) Property specifically insured or covered under the Business Personal Property Coverage of this policy.

13. Glass Deductible

Under **Section III - PHYSICAL DAMAGE**, the following is added to **A.3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles Coverage**:

The Comprehensive Coverage deductible shown in the Declarations does not apply to glass breakage if such glass is repaired rather than replaced.

14. Broad Knowledge Of Accident, Claim, Suit Or Loss

Under **Section IV - Business Auto Conditions**, the following is added to **Loss Conditions A.2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

Knowledge of an "accident", claim, "suit" or "loss" by an agent or "employee" of an insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, executive officer or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

15. Unintentional Failure To Disclose Hazards

Under **Section IV - Business Auto Conditions**, the following is added to **General Conditions B.2. Concealment, Misrepresentation Or Fraud**:

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny all coverage under this policy because of such oversight.

16. Mental Anguish

- A.** The definition of "bodily injury" under **Section V - Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including "mental anguish" or death resulting from any of these at any time.

- B.** The following definition is added to **Section V - Definitions**:

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS BLANKET ADDITIONAL INSUREDS,
PRIMARY & NONCONTRIBUTORY, WAIVER OF
SUBROGATION**

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 13 Additional Insured Types**
 - A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
 - B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
 - C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
 - D.** Lessor of Leased Equipment
 - E.** Owners or Other Interests From Whom Land Has Been Leased
 - F.** Manager or Lessor of Premise
 - G.** Mortgagee, Assignee, or Receiver
 - H.** Controlling Interest
 - I.** Co-owner Of Insured Premises
 - J.** Executors, Administrators, Trustees Or Beneficiaries
 - K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - L.** Vendors
 - M.** Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

- 1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the "products-completed operations hazard" is not excluded by endorsement.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- 2) This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to:
 - a. Any "occurrence" which takes place after you cease to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Springhill Recreation Center – HVAC Replacement

CAPITAL PROJECT #: C0785 (20002000-48010)

CONTRACT AMOUNT: \$65,287.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-067-23

PROJECT DESCRIPTION: This Project consist of the replacement of the existing HVAC equipment and controls.

VENDOR NAME: Goram Air Conditioning Company, Inc.

VENDOR NUMBER: 74050

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____; 5% of the 1st 50% **X** or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 06/12/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Carleen Stout-Clark
John Forrester, City Engineer

Sponsored by:

Gina Gregory, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

This is for the State of Alabama ("ALDOT"), in conjunction with City Engineering Project No. 2007-202-02; ALDOT Project No_STPMB-7550 (600) Add Lanes on Zeigler Boulevard from Athey Road to Forest Hill Drive. The original Right-of-Way Acquisition agreement did not include acquisitions transfer that were acquired by the State of Alabama. They condemned 8 tracts that are currently in their name. Therefore, the City has to request those right-of-way tracts be transferred to the City of Mobile by Resolution. Once the Resolution is approved by Council, ALDOT will prepare an agreement and a quit claim deed to transfer them to the City and we will prepare a second resolution to execute the agreement and accept the deed.

Amount of Contract:

NA

Funding Source

NA

ATTACHMENTS:

1. Resolution.11.03.25 APPROVED
2. Previous Resolution and ALDOT Agreement

REVIEWERS:

Stacey Howard
Carleen Stout
Cherlina Monteiro

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Council Member Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby requests the Rights-of-Way acquired or condemned by the State of Alabama (“ALDOT”), in conjunction with City Engineering Project No. 2007-202-02; ALDOT Project No_STPMB-7550 (600) Add Lanes on Zeigler Boulevard from Athey Road to Forest Hill Drive, be transferred to the City of Mobile.

Adopted:

City Clerk

RESOLUTION NUMBER **01-059**

2009

BE IT RESOLVED, by the City Council of the City of Mobile, Alabama as follows:

1. That the CITY enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Right-of-Way Agreement for Project STPMB-7550 () add lanes on Zeigler Boulevard from Athey Road to Forrest Hill Drive in the City of Mobile.
2. That the Agreement be executed in the name of the CITY, its Mayor, of the City of Mobile for and on its behalf;
3. That the Agreement be attested by the City Clerk and the seal of the CITY affixed thereto.

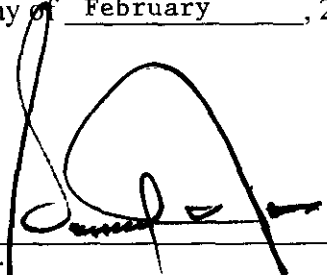
BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 10th day of February, 2009.

ATTESTED:



City Clerk



Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the CITY named therein, at a regular meeting of such Council held on the 10th day of February, 2009, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the CITY on the 10th day of February, 2009.



City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: _____
Date _____

Item No. **01-059**

Submitted by: Engineering
Department

Nick Amberger
Department Head

Sponsored by: Mayor Samuel L. Jones
Councilwoman Gina Gregory
Name

Mayor – City of Mobile
District 7
Title

Reviewed by: John Bell
Executive Director

Routing Authorized: _____
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Zeigler Boulevard from Athey Road to Forrest Hill Drive

PURPOSE & SCOPE OF PROJECT: To accept an Agreement for Right-of-Way Acquisition between the State of Alabama and City of Mobile

RESOLUTION X ORDINANCE _____ OTHER _____

AMOUNT OF GRANT: \$367,640.00 (Federal Funds - 80%)
\$91,410.00 (City of Mobile Funds – 20%)

FUNDING SOURCE:

Budget Item _____
Budget amendment Reduce _____
Grant funds _____

Discretionary Funds _____
Increased _____
Matching funds _____

Associated Costs:

Current year (itemize)
Type: n/a
Future years
Year: n/a

Amount: n/a
Amount: n/a

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: n/a

Renewal date of contract (if applicable): n/a

If not bid, state reason: n/a

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not: n/a



BOB RILEY
GOVERNOR

October 31, 2008

ALABAMA DEPARTMENT OF TRANSPORTATION

NINTH DIVISION
OFFICE OF DIVISION ENGINEER
1701 I-65 WEST SERVICE ROAD N
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX: (251) 473-3624



JOE MCINNES
TRANSPORTATION DIRECTOR

Mr. Janic Terry, P.E.
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Dear Mr. Terry:

RE: STPMB-7550 (600)
Zeigler Boulevard from Athey Road to Forrest Hill Drive
Mobile County

VA 3250

Enclosed are an original and one copy of an Agreement between the City of Mobile and the State of Alabama for Right-of-Way Acquisition on the above-referenced project. Please review the Agreement and if you find it acceptable please have both copies executed by your Mayor and City Clerk and returned to this office. A certified resolution authorizing the Mayor to sign the Agreement should be included with original Agreement as well as the copy. The city seal must be affixed to both copies of the Agreement and both copies of the resolution.

Should you have any questions or need additional information regarding this matter, please contact Mr. Don Powell at (251) 470-8243.

Sincerely,

Vincent E. Calametti, P.E., Division Engineer

By:


Jackie L. Glasgow, P.E.
Division Pre-Construction Engineer

VEC/JLG/dcp

Enclosure

c: File w/ enclosure

05-1844
PR# 10004545

**AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE**

**Project STPMB-7550 ()
Add lanes on Zeigler Boulevard from Athey Road to Forrest Hill Drive
In the City of Mobile**

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Mobile Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and CITY desire to cooperate in a right-of-way acquisition program to add lanes on Zeigler Boulevard from Athey Road to Forrest Hill Drive in the City Mobile .

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover only the right-of-way acquisition phase of the work.
- (2) The right-of-way purchased under terms of this Agreement will be acquired by the STATE and in accordance with current regulations of the STATE and FHWA.

- (3) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.
- (4) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	<u>Total Estimated</u>	<u>Estimated Federal Funds</u>	<u>Estimated CITY Funds</u>
Right-of-Way Acquisition	<u>\$457,050</u>	<u>\$365,640</u>	<u>\$91,410</u>
TOTAL	\$457,050	\$365,640	\$91,410

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportionate share.

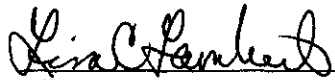
- (5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- (6) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence to the current Projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (7) The CITY upon notification by the STATE will provide its share of the estimated matching funds for Right-of-Way Acquisition as above noted to the STATE before the STATE will proceed with the Right-Of-Way Acquisition described in this Agreement.
- (8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

- (9) The CITY will assist the STATE, if necessary, in any public involvement actions that may be required.
- (10) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.
- (11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.
- (12) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (13) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.
- (14) This Agreement shall terminate on January 17, 2011, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The City agrees that the STATE may unilaterally extend the time of the Agreement.
- (15) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).
- (16) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

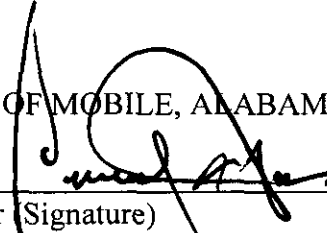
ATTEST:


City Clerk (Signature)

Lisa C. Lambert

Type name of Clerk

CITY OF MOBILE, ALABAMA

By: 
Mayor (Signature)

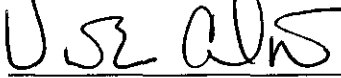
Samuel L. Jones

Type name of Mayor

APPROVED AS TO FORM:

BY: _____
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:


Division Engineer, Vincent E. Calametti

Multimodal Transportation Engineer
Robert J. Jilla

Chief Engineer, D. W. Vaughn

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director

The foregoing Agreement is hereby approved by the Governor of the State of Alabama
this _____ day of _____, 20_____.

GOVERNOR OF ALABAMA, BOB RILEY

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) *If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

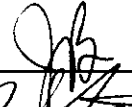
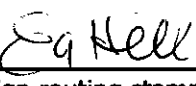
In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

ROUTING FORM FOR CONTRACTS

NAME OF CONTRACT Agreement for Right-of-Way Acquisition between the State of Alabama and City of Mobile (add lanes on Zeigler Boulevard from Athey Road to Forrest Hill Drive)

	<u>SIGNATURE</u>	<u>DATE</u>
DEPARTMENT HEAD (1)	<u></u>	<u>1/22/09</u>
EXECUTIVE DIRECTOR	<u></u>	<u>1-26-09</u>
MAYOR'S OFFICE	<u></u>	<u></u>
CITY CLERK OFFICE	<u></u>	<u>1-27-09</u>
BUDGET/ACCOUNTING (2)	<u></u> (Sign routing stamp on contract also)	<u>1/28/09</u>
LEGAL DEPARTMENT	<u></u> (Sign routing stamp on contract also)	<u>1-30-09</u>
CITY CLERK'S OFFICE	for Council Action or Mayor's signature	<u>1-30-09</u>
COUNCIL ATTORNEY (3)	(if Council action if required)	<u></u>

- (1) **Route 3 copies for non-capital contracts
Route 4 copies for capital contracts**
- (2) **Budget approves non-capital contracts
Accounting approves capital contracts**
- (3) **Sign a separate copy to the Council
Attorney for information purposes only, prior to Council action.
No sign off is required. Therefore, keep Routing Form with original contracts.**

Accounting Department – 205 Government St, Room 437, South Tower-Mobile, AL 36644-(251)208-7408-FAX@251)208-7756

Form 034AC027



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Curtis Graves

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize a memorandum of understanding with the U.S. Department of Justice, through the United States Marshals Service and the City of Mobile Police Department.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Exhibit A - USMS 11-5-2025
2. Exhibit B
3. RESOLUTION.MOU.FUGITIVE TASK FORCE.11.04.25

REVIEWERS:

Martha Barton
Kelsi Tippery
Cherlina Monteiro
James Barber

United States Marshals Service
Fugitive Task Force
Memorandum of Understanding
For Non-Federal Agencies

Rev. 08/2024

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the

Mobile Police Department

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."), and 28 U.S.C. § 566(c) and (e)(1)(D) (USMS authorized to "assist State, local, and other Federal law enforcement agencies...in locating and recovering missing children" [566(e)(1)(A)]...and to... "command all necessary assistance to execute its duties" [566(c)]). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

MISSION: The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will

be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt felony violent crime arrest warrants non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. All members of the RFTF/VOTF, including Task Force Officers (TFO), when operating on task force missions are prohibited from seeking “no knock” warrants or making “no knock” entries unless done in compliance with USMS policy and the DOJ Deputy Attorney General memorandum, dated September 13, 2021, restricting “no knock” entries to specific scenarios. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency. Specially deputized task force officers are authorized to assist with USMS missing child recovery investigations undertaken by the USMS pursuant to the applicable USMS Policy Directive and Standard Operating Procedure.

SUPERVISION: The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

PERSONNEL: In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending

availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

VEHICLES: Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms. DUSMs and SDUSM task force officers involved in USMS missing child recovery investigations may only transport recovered missing children in USMS GOVs consistent with applicable USMS Policy Directives, SOPs, and current official guidance.

EQUIPMENT: Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF.

Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

RECORDS, REPORTS, EVIDENCE, AND TESTIMONY: After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged

and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

In accordance with Department of Justice guidance, all firearms and fired cartridge casings seized as part of a Department-funded criminal investigation shall be promptly entered into the ATF's National Integrated Ballistic Information Network (NIBIN). If a partner agency seizes the firearm or fired cartridge casings, they shall process the seized items per their NIBIN agreement with the ATF. Partner agencies that do not have a NIBIN agreement with the ATF should request assistance from the ATF to accomplish NIBIN processing at an ATF Field Division or NIBIN lab site.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The

TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or “tip” related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or “tipster” through the established USMS CS payment process.

USE OF FORCE: All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NO KNOCK ENTRIES: It is the policy of both the Department of Justice (DOJ) and the USMS to limit the use of “no knock” entries into residences in connection with the execution of arrest

and search warrants. This includes those warrants adopted by the USMS regardless of the issuing court or tribunal.

A per policy, "No knock" entries are limited to circumstances where there is an imminent threat of physical harm. This threshold is narrower than that permitted by law - for example, USMS personnel must "knock and announce" even when they have reason to believe that doing so could result in the destruction of evidence.

In the absence of a judicially-authorized "no knock" warrant, task force personnel operating on a task force mission may conduct a "no knock" entry only when there arises at the scene exigent circumstances such that knocking and announcing would create an imminent threat of physical violence which could result in serious injury or death to anyone present (i.e., law enforcement, the subject, the public, etc.).

NEWS MEDIA: Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

All media inquiries and press releases related to missing child investigations will be handled in accordance with the applicable USMS Standard Operating Procedure and should only be done in conjunction with the lead investigative agency as part of the overall coordinated effort to locate and recover the missing child.

RELEASE OF LIABILITY: The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim

under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

EFFECTIVE DATE AND TERMINATION: This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

Task Force: GCRFTF

UNITED STATES MARSHAL:

Print Name: Mark Sloke

Signature:

Date:

RFTF COMMANDER (where applicable):

Print Name:

Signature:

Date:

PARTNER AGENCY:

Name: Mobile Police Department

Location (City, State): Mobile, AL

PARTNER AGENCY REPRESENTATIVE:

Print Name and Title: William R. Jackson/Chief of Police

Signature: 

Date:

10-5-2025

**ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS
DIVISION:**

Print Name:

Signature:

Date:

Joint Law Enforcement Operations Task Force
Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: JLEO-24-0113

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Dothan, AL Police Department

and

GCRFTF

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 13, 2023

to

September 30, 2024

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2024	A3401	AFF-B-OP	JLEOTFS3	25205 - TFO Overtime	\$13,000.00
Total Obligation Amount:					\$13,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

Task Force Overtime Reimbursement FY 2024 UEI # NZ2AV5NFSEB9

DUNS # 072096829

ORI AL0380100 / TIN # 63-6001243

SECTION 6: CONTACT INFORMATION

DISTRICT/RETF CONTACT:

Name: Melissa Pringle

Phone: (407)726-9197

E-mail: melissa.pringle@usdoj.gov

STATE/LOCAL CONTACT:

Name: Torrie Nelson / Annette Bogart

Phone: 334.615.3611 / 334.615.3614

E-mail: tnelson@dothan.org/abogart@dothan.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: JACQUELINE DERENNE

Digitally signed by JACQUELINE DERENNE
DN: cn=JACQUELINE DERENNE, o=USMS

Date: 1/23/2024

for Michael Halper, Chief, DIB Financial Management

Chief Deputy or RETF Commander - Obligation Approval:

Signature: [Signature]

Date: 1-24-24

Clad B Huht, Commander, Gulf Coast Regional Fugitive Task Force

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: [Signature]

Date: 1-31-24

William Benny, Chief

Signature: _____

Date: _____

Mark Saliba, Mayor

Joint Law Enforcement Operations Task Force
Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: JLEO-25-0123

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Mobile Police Department

and

GCRFTF

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 24, 2024

to

September 30, 2025

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2025	A3401	AFF-B-OP	JLEOTFS3	25205 - TFO Overtime	\$13,000.00
Total Obligation Amount:					\$13,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

Task Force Overtime Reimbursement FY 2025

TIN # 63-6001318 - UEI # GJ22ZHM8G7M5 - ORI # AL0020100 - Vendor Name: CITY OF MOBILE

State: Alabama

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Melissa Pringle

Phone: (407)726-9197

E-mail: melissa.pringle@usdoj.gov

STATE/LOCAL CONTACT:

Name: Laura Angle

Phone: (251) 208-6854

E-mail: laura.angle@cityofmobile.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: SANDEE BURKEMPER

Digitally signed by SANDEE BURKEMPER
Date: 2024.12.03 08:19:23 -0500

Date: 12/3/2024

Sandee Burkemper, Asst Chief DIB/JLEO

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: MICHAEL SANFORD

Digitally signed by MICHAEL SANFORD
Date: 2024.12.03 13:10:24 -0500

Date: 12/3/2024

Michael Sanford, Regional Fugitive Task Force Chief

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature:

William R. Jackson, Chief

Date: 1-13-2025

Joint Law Enforcement Operations Task Force
Modification Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: JLEO-25-0123

SECTION 2: PARTICIPATING AGENCIES

The United States Marshals Service will modify funding provided pursuant to the
Memorandum of Understanding (MOU) in place between:

Mobile Police Department

and

GCRFTF

All other terms and conditions of the MOU remain the same.

SECTION 3: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
2025	A3401	AFF-B-OP	JLEOTFS3	25205 - TFO Overtime
				Current Funded Amount: \$13,000.00
				Adjusted Amount: (\$9,100.00)
				Revised Amount: \$3,900.00

SECTION 4: DESCRIPTION OF MODIFICATION

Task Force Overtime Reimbursement FY 2025 - MOD1 Reduction in funding
Obligation Number: M-25-A34-O-000761

TIN # 63-6001318 - UEI # GJ22ZHM8G7M5 - ORI # AL0020100 - Vendor Name: CITY OF MOBILE

State: Alabama

SECTION 5: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Melissa Pringle

Phone: (407)726-9197

E-mail: melissa.pringle@usdoj.gov

STATE/LOCAL CONTACT:

Name: Kelsi Tippery

Phone: (251) 208-7870

E-mail: kelsi.tippery@cityofmobile.org

SECTION 6: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: SANDEE BURKEMPER

Digitally signed by SANDEE BURKEMPER
Date: 2025.09.10 13:11:36 -0400

Date: 9/10/2025

Sandee Burkemper, Asst Chief DIB/JLEO

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: MICHAEL SANFORD

Digitally signed by MICHAEL SANFORD
Date: 2025.09.10 10:04:27 -0400

Date: 9/10/2025

Michael Sanford, Regional Fugitive Task Force Chief

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature:

William R. Jackson, Chief

Date: 9-11-2025

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, the U.S. Department of Justice, through the United States Marshals Service, coordinates the Gulf Coast Regional Fugitive Task Force program with federal, state, and local law enforcement agencies for the purpose of locating and apprehending fugitives.

WHEREAS, this program will reimburse overtime costs for City of Mobile Police Department investigators working Gulf Coast Regional Task Force cases.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. That the Mayor and is authorized to execute and enter into, on behalf of the City of Mobile, the attached updated *United States Marshals Service Fugitive Task Force Memorandum of Understanding For Non-Federal Agencies* (Exhibit A) which governs the Task Force Overtime Reimbursements to the City of Mobile.

Section 2. That the City of Mobile may accept the funding reimbursements of overtime expenses during the 2024 and 2025 fiscal years set forth in Exhibit B.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Iron Bow Technologies, LLC, for one-year cybersecurity protection service package for MIT.

Amount of Contract:

\$83,826.29

Funding Source

General fund.

ATTACHMENTS:

1. 20251028 Iron Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 12 November 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Iron Bow Technologies, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Iron Bow Technologies, LLC, for one-year cybersecurity protection service package for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$83,826.29

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3504</u>	2026	(5000) INFORMATION TECHNOLOGY	ONE-YEAR CYBERSECURITY PROTECTION SERVICE PACKAGE FOR MIT (PROFESSIONAL SERVICES)	\$83,826.29	<u>(300008) IRON BOW TECHNOLOGIES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003504-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor IRON BOW TECHNOLOGIES, LLC 2121 COOPERATIVE WAY, SUITE 50 HERNDON, VA 20171 Tel#9199000072	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 KEARNEY@CITYOFMOBILE.ORG Delivery Reference GHOLLIDAY@CITYOFMOBILE.ORG Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/25	300008	11/14/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

THIS IS A PROFESSIONAL SERVICE FOR CYBERSECURITY AND TECHNOLOGY MONITORING TOOLS.

001	PRICE PER QUOTE #426040-V2. Mfr Part # : GRD-BASIC Iron Bow Tactical Cybersecurity Security Operations Basic Package - Provides a robust cybersecurity posture, offers 24x7x365 Threat Detection, Handler on Duty and Attack Prioritization Additional Description Notes	1.00 EACH	83826.29000	83826.29
-----	--	--------------	-------------	----------

PLEASE PUT THE QUOTE # 426040-V2 ON THE PURCHASE ORDER.

1	1000.10.23.5000.5000.5000.0000.0000.42200.	83826.29
---	--	----------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GHOLLIDAY@CITYOFMOBILE.ORG

Deliver To
 MIT
 651 CHURCH STREET



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for four sets of structural fire turnout coat and pants for MFRD.

Amount of Contract:

\$16,060.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251029 Sunbelt Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 4 November 2025 Item No. _____
Date

Submitted by: Procurement John Paine, Purchasing Agent
Department Department Head

Sponsored by: Spiro S. Cheriogotis Mayor
Name Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for four sets of structural fire turnout coat
and pants for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$16,060.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement, HGAC cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2631</u>	2026	(1510) FIRE ADMINISTRATION	FOUR SETS OF FIRE STRUCTURAL TURNOUT COAT AND PANTS FOR MFRD (PRICE BELOW BID REQUIREMENT; HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$16,060.00	(<u>198904</u>) <u>SUNBELT FIRE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002631-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER COOPERATIVE HGAC EE11-24 AND PER QUOTE Q-42227 FIRE PROTECTION CLOTHING: FIRE COAT, GLOBE, GLDC364-J Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold; Per Quote No: Q-42227 Vendor Item	4.00 EACH	2295.00000	9180.00
-----	--	--------------	------------	---------

1	1000.30.15.1510.1510.1510.0000.0000.44020.			9180.00
---	--	--	--	---------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	FIRE PROTECTION CLOTHING: FIRE PANT, GLOBE, G-GPSGLFC364-J Pant System, PBI Max, Glide Ice PBI G2,	4.00 EACH	1720.00000	6880.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002631-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Stedair Gold; Per Quote No: Q-42227			
	Vendor Item			
1	1000.30.15.1510.1510.1510.0000.0000.44020.			6880.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	16060.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.44020.	16060.00	2871173.73
FIRE ADMINISTRATION EXP	OPERATING SUPPLIES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/10/25	DONALD ROSE	Auto approved by: 910520704
Approved	10/10/25	SANDRA LEWIS	Auto approved by: 910520704

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002631-00 FY 2026 Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 3

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	10/10/25 STEVEN KRONINGER			
Approved	10/10/25 SAMANTHA COOLEY			
Approved	10/10/25 ANNE FOLEY			
Approved	10/10/25 JOHN PAINE			
		Auto approved by: 910520704		
		Auto approved by: 910520704		
		Auto approved by: 910520704		

Authorized By: _____ Date: _____
 Signature



About the Cooperative

Bid Notices

HGACBuy How2s

Products & Services

Resources



Looking for something specific?

Search

Emergency Medical, Safety, and Rescue Equipment

Contract Information

Contract Number

EE11-24

Effective Dates

11/01/2024 - 10/31/2028

Contract Details

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment, flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

Note: Use of this contract may require an additional competitive step. [Click here for details](#)

View Contacts

View Documents

Return to Products & Services

All Products

Search Products



Description	Code	Manufacturer	Price	Discount
3M ScottFire Safety Price List - Effective April 1, 2025		3M Company		15%
Accessories, anchors, ascenders, carabiners, connectors, descenders, hardware, rigging, harness fall arrest equipment, working positioning equipment, suspension equipment, hauling & evacuation, headlamps, helmets, kits, lanyards, packs, pulleys, rope, knives.		Petzl		10%

Arctic Compressor 2024 - Breathing air compressor systems (\$175.00/HR Installation)	Arctic Compressors	2%
Adapters, etc. - MES-Kochek 2024 List Price List	Kochek	25%
Adapters, Valves, Caps, Elbows, Flow Meters, Eductors, & Gated Wyes	Task Force Tips (TFT)	25%
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches	Task Force Tips (TFT)	Varied by product line/catalog
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches	South Park Brass	5%
AED devices, accessories, and training products	Cubix Safety, Stryker, HeartSine, ZOLL Medical, Cardiac Science, Defibtech, Philips, SafetyMed	Varied by product line/catalog
AED Unit Semi-Automatic AED Plus Electrode Pads Contact	Zoll Medical	10%
AED, CPR, BBP training	SafetyMed	10%
Air Compressor	Arctic Compressor	5%
Air Hammers	Ajax Rescue Tools	5%
All Hose - MES-Kochek 2024 List Price List	Kochek	24%
All lighting Products	Whelen	5%
Anchor devices, Apparel, bags, packs, belts, carabiners, cord, edge protection, gloves, hardware, harnesses, helmets, kits, manuals & guides, miscellaneous, patient care & transport, personal gear, pulleys, rope, bags, straps & lanyards, tripods, water rescue, webbing, winches.	CMC	10%
Ascenders, Escape Kits, Confined Space Rescue & Rescue Equipment	Rescue Tech	5%
Assorted emergency response clothing, footwear, and equipment	Ironwear	25%
Assorted emergency response clothing, gear, and uniforms	5.11	16%
Assorted emergency response clothing, gear, and uniforms	Armor Express	20%
Assorted emergency response clothing, gear, and uniforms	Black Diamond	18%
Assorted emergency response clothing, gear, and uniforms	Fechheimer	4%
Assorted emergency response clothing, gear, and uniforms	Firecraft	3%
Assorted emergency response clothing, gear, and uniforms	Shelby	10%
Assorted emergency response clothing, gear, and uniforms	Weinbrenner/Thorogood	15%
Assorted emergency response clothing, gear, and uniforms	HAIX	15%
Assorted emergency response clothing, gear, and uniforms	Lion	10+%
Assorted emergency response clothing, gear, and uniforms	Kappler	3%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Pelican	14%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Rescue 42	4%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Enforcer	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	SEEK	2%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Streamlight	24%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Elkhart Brass	31%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Shelby	10%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	SuperVac	20%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Kochek	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Zico	6%

Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Akron Brass	31%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Ansul	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Arctic Compressors	1%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	CET	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Euramco-Ramfan	12%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Fire Service Plus	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Fireade	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	Key	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging	National Foam	3%
Auto Crib It	Power Hawk	5%
Bear Training Solutions MSRP 2024	Bear Training Solutions	0%
Belts, Suspenders, Radio Holders	Boston Leather	5%
Black Diamond 2024 MSRP	Black Diamond	10%
Blowers, Fans, Fire Blankets, Thermal Imagers, & Foam Equipment	Tempest	5%
Boots	HAIX	5%
Boots	Black Diamond	5%
Boots, Gloves, Helmets, & Eyewear	CMC	10.00%
Brackets, Bags, Tarps, & SCBA Storage	Ziamatic Corp	5%
Breathing Air Compressor and Fill Equipment	Eagle Air, Inc.	0%
Breathing Air Filtration Equipment	Air Systems	10%
Breathing Air System	SCBAS	5%
Brocco RANKIN 2024 MSRP	Broco Rankin	15%
Bullard Helmets 2024 MSRP Price List	Bullard Helmets	26%
Bullard Thermal Imager 2024 MSRP Price List	Bullard Imagers	7%
Certification, training, accessories, cameras, breach accessories, thermal monoculars, thermal cameras & accessories.	Flir Teledyne	10%
Chemical Suits, Hand & Arm Protection, Safety Vest/Coats	Lakeland	5%
Chisels, Kits, Accessories, Structural Collapse Equipment	Ajax Rescue Tools	10%
CMC Rescue Products	CMC Rescue	5%
Command Light Products	Command Light	10%
Complete RescueONE catalog of rescue boats and options	RescueONE	1%
Compressors, Fill Stations, Cylinders	MES-RevolveAir	0%
Confined space communication equipment & replacement parts	Rescom	10%
Connected Safety Systems for fixed facility & Mobile Lone Workers	Grace Industries	5%
Council Tools Products	Council Tools	15%
Couplings, Adapters, Valves, Nozzles & Fire Equipment	Red Head Brass	5%
Covert Armor Products	Covert Armor	40%
CrewBoss Products	CrewBoss	8%
Cribbing, Blocking, & Grain Bin Rescue	Turtle Plastics	5%
Curaplex Stop the Bleed Kit	North American Rescue	10%
Decon Products	SC Products	5%
Decon Shower & Pools	Husky Portable Containment	15%
Decontamination	ESI	0%

Decontamination	Decon7 Systems	8%
Decontamination, misc. safety equipment, flood equipment	Spill Tech	7%
Delta Fire & Safety Products and Services	Delta Fire & Safety	0%
DQE MSRP Price List - 2024	DQE Haz-Mat	2%
Dragon Fire Products	Dragon Fire	10%
Drones and unmanned aerial vehicles	Fotokite	8%
Elbows, Adapter, Fittings, & Valves	Trident Emergency Products	20%
Elbows, Adapters, fittings & Valves	Trident Emergency Products	20%
Emergency rescue & safety equipment	Yates	10%
Emergency rescue equipment	Team	10%
Emergency Safety Equipment, PPE, boots	Black Diamond Group, Inc.	5%
Equipment, Hose, & Couplings	U.S. Coupling	5%
Escape Bags, Hose Straps, & Ladder Boots	343 Fire	5%
Euramco Ramjet 2024 MSRP PL	Euramco Ramjet Fans	5%
Extinguishers	Buckeye Fire Equipment	5%
Extrication and rescue equipment	AMKUS Rescue Systems	5%
Extrication and rescue equipment	DeWalt	5%
Extrication Edraulic Tools: Cutters, Spreaders & Rams - Extrication Edraulic Tools: Cutters, Spreaders & Rams	Hurst Jaws of Life	13%
Extrication High Pressure Tools: Cutters, Spreaders & Rams - Extrication High Pressure Tools: Cutters, Spreaders & Rams	Hurst Jaws of Life	5%
Extrication Rescue Tools: Cutters, Spreaders & Rams	Genesis	9%
Fans (Battery, Gas & Electric), Smoke Ejectors & Saws	SuperVac	9%
Fans, Saws, etc.	Tempest	20%
FAST Rescue Solutions Price List 2024	FAST Rescue Solutions	0%
Fire & Law Enforcement Body Armor	GH Armor	30%
Fire & Law Enforcement Body Armor Vests, Shields, etc.	PointBlank	38%
Fire Blankets	Bridgehill Fire Blankets	15%
Fire Department, EMS & Law Enforcement Uniforms - MES-SuperVac 2024 List Price List	MES	0%
Fire Helmets	Bullard	26%
Fire Helmets - MES-Honeywell Helmets 2024 List Price List	Honeywell-Morning Pride	26%
Fire Hooks Unlimited Products	Fire Hooks Unlimited	10%
Fire Hose	Matex	20%
Fire Hose	Snap Tite / Fire Quip Hose	5%
Fire Hose	North American Fire Hose	5%
Fire Hose	Key Fire Hose	40%
Fire Hose & Couplings	BullDog Hose	5%
Fire Tools	Leatherhead Tools	5%
Fire Tools, Hydra Ram, & Rescue Tools	Fire Hooks Unlimited	5%
Fire, EMS, and Black Eagle Line Footwear	HAIX North America Inc.	20%
FireCraft Gloves 2024 MSRP	Firecraft PPE & Gloves	12%
Firecraft Sensit Gas Instruments MSRP 2024	FireCraft Sensit Instruments	5%
Firefighter Accountability Systems	Grace Industries	10%
First Aid & Medical Equipment	Line2 Design	5%
Firstlook 360 Rescue Cameras 2024 MSRP	FirstLook 360 Rescue Cameras	1%
Fixed mount thermal cameras, handheld cameras, joystick and cable accessories.	Flir Marine	10%
Flashlights, Scenelights & etc.	Streamlight	25%

FLIR Imagers, & Rescue Saws	Team Equipment	8%
FLIR Products	Flir	5%
Foam	Perimeter Solutions	5%
Foam	Chemguard	5%
Foam	ADH Fire Equipment Services Inc	10%
Foam	FireBull Enforcer	5%
Foam	National Foam	5%
FOL-DA-TANK - EVAC MSRP 2024	Fold-A-Tank	20%
Folding Frame Tanks, Bladder Tanks, & Containment Tanks	Husky Portable Containment	5%
Footwear, Hoods & Suspenders - MES-Honeywell Footwear, Hoods & Suspenders 2024 List Price List	Honeywell-Morning Pride	26%
Forceable Entry Tools: Axes, Sledge, etc. - MES-Leatherhead Tools List Price List	Leatherhead Tools	25%
Forceable Entry Tools: Axes, Pike Poles, Roof Hooks, etc.	Firehooks Unlimited	5%
Forcible entry tool, pakhammer , rescue support systems, rescue air cushions, vehicle stabilization kits, multiforce air lifting bags, maxiforce airlifting bags.	Paratech	7%
Full range Fire-Dex equipment price list	Fire-Dex	45%
Full range of emergency safety equipment, including turnout gear, EMS, USAR, Wildland, gloves, hoods, helmets, and boots	Fire-Dex	45%
Gas Detectors	Sensit / FireCraft	0%
Gate Valve, Hydrant Valves, & Intake Valves	Harrington	5%
Genesis Rescue Products	Genesis Rescue Systems	5%
GfG Instruments 2024.	GfG Instruments	2%
Glass Removal Tool	Fox Manufacturing / Glas Master	5%
Gloves	Sensit / FireCraft	5%
Gloves	Shelby	5%
Gloves	Guardian Gloves	12%
Gloves	MCR Safety	7%
Gloves	Dragon Fire	5%
Gloves	Vanguard	5%
Gloves, Helmets, Hearing Protection, Eyewear, & Body Protection	HexArmor	5%
Gloves, Safety Vest, Safety Glasses, & Hard Hats	Ergodyne	5%
Grain Bin Rescue	Great Wall of Rescue / Dunrite	5%
Gross Decon	Task Force Tips (TFT)	25%
Groves - Ready Rack 2024 MSRP Price List	Groves/Ready-Rack	9%
Hand Tools	Nupla	5%
Harness/Personal Safety Belt	Pac Mule Belts / JL2 Inc	5%
Harnesses, & Ladder/Escapes Belts	Gemtor	15%
Harnesses, Escape Belts, & Personal Search Lines	Rit Safety	5%
Harrington Inc 2024 MSRP	Harrington Valves	40%
Helmets	Phenix	5%
Helmets	Bullard Helmets	17%
Helmets	Draeger	10%
Helmets	Bullard	10%
Helmets, Safety Vest, & Boots	Peco Sales / Forestry Supplier	5%
HexArmor Gloves 2024 MSRP	HexArmor Gloves	18%
HexArmor Products	HexArmor	10%
Holmatro Rescue and Extrication Equipment Price list	Holmatro	3%

Honeywell Products	Honeywell	25%
Hoods & Gloves	Majestic	5%
Hose Testers, Fire Extinguisher Cabinets, Pike Poles, & SCBA Brackets	Flamefighter	5%
Hurst Service Parts - MES-Hurst Parts 2024 List Price List	Hurst Jaws of Life	0%
Hurst/Vetter Hazmat Products - MES-Hurst-Vetter Hazmat Products 2024 List Price List	Hurst Jaws of Life	15%
Hurst/Vetter Rescue Products - MES-Hurst-Vetter Rescue Products 2024 List Price List	Hurst Jaws of Life	15%
Hurst/Vetter Tent & Shower Products - MES-Hurst-Vetter Tent & Shower Products 2024 List Price List	Hurst Jaws of Life	15%
IDEX - Akron Brass 2024 MSRP	I dex - Akron Brass	39%
IDEX Weldon 2024 MSRP	I dex - Weldon	25%
Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical	Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical	Varied by product line/catalog
Jersey Tactical Company MSRP 2024	Jersey Tactical Tools	0%
Kappler Products	Kappler	5%
Key Hose 2024 MSRP	Key Hose	40%
Kochek 2024 MSRP Pricing	Kochek Water Flow	38%
Ladders	Duo Safety Ladder	5%
Ladders	Alco-lite (Sam Carbis)	5%
Ladders	Little Giant	10%
Lakeland FIRE MSRP Price List 02.01.2024	Lakeland Fire PPE	20%
Lakeland Fire Products	Lakeland	15%
Landing Zone Lights & Road Flare	Pi Lit	5%
Leatherhead Tools Products	Leatherhead Tools	10%
Lifting / Hoisting Equipment	Tractel	5%
Light Towers and all Hi-Viz lighting products	Firetech by HiViz LED Lighting	5%
Lightning X Gear Bags & Medical Equipment MSRP 2024	Lightning X Gear & Medical	25%
Lightning X Products	Lightning X	15%
Lone Worker and Fall protection suspension trauma prevention	Grace Industries	10%
Majestic Hoods 2024 MSRP	Majestic Fire Apparel	15%
Medical Equipment	343 Fire	5%
Medical Equipment & Supplies	Matrix Henry Schein	5%
Medical gloves and ppe	Ansell	5%
Medical Supplies & Equipment	R&B Fabrications	5%
Medical Supplies & First Aid	Lightning X	5%
MES Certified 3M Scott Fire & Safety SCBA & Compressor Service	MES- SCBA & Compressor Service	0%
MES Certified Rescue Tool Hurst, Makita & Genesis Service	MES- Rescue Tool Service	0%
Misc. medical equipment, ppe, misc. safety equipment	Dupont	27%
Misc. medical equipment, ppe, misc. safety equipment	Kappler	9%
Misc. medical equipment, ppe, misc. safety equipment	Protective Industrial Products (PIP)	37%
Misc. personal safety equipment	Blackline	5%
Misc. personal safety equipment	Draeger	8%
Misc. safety equipment	RAE Systems - Portables	4%
Misc. safety equipment	RAE Systems - Wireless	4%
Misc. safety equipment	RKI Instruments	5%
Misc. safety equipment	Redwave	1%
Misc. safety equipment	HazSim	4%

Misc. safety equipment	TSI	8%
Misc. safety equipment, misc. rescue equipment	Edwards & Cromwell	7%
Misc. safety equipment, misc. rescue equipment	Envronics	1%
Misc. safety equipment, misc. rescue equipment	FLIR - UGV/UAV/Surv	1%
Misc. safety equipment, misc. rescue equipment	FLIR - Detection/ Radiation	4%
Misc. safety equipment, misc. rescue equipment	All Safe Industries	3%
Misc. safety equipment, misc. rescue equipment, misc. medical equipment	Honeywell/ BW	5%
Mounting Equipment	PAC	10%
Mounting hardware, paratech accessory mounts, fluid container caddys, Poly-Trac, Poly-Rub Rails, Equipment mounting, MVA Bag Mount, Tilt-N-Deploy Equipment Mounts, Extinguisher Cabinets, Vertical Picket Mounts, Horizontal Picket Mounts, Poly-Snap Clips, Glove Boxes, Cabinets, Poly hook ups, Rescue tools & mounts, Extraction tools.	Poly-tech	10%
Mounting Systems	Sensible Products	10%
MSA safety products, PPE, and gas detection equipment	MSA	15%
Multi-Purpose Storage System & Hose winder	Groves Ready Rack	5%
Multiple product line catalogs including: NFPA compliant helmets, gloves, pants, coats, and coveralls.	Lakeland Industries, Inc.	Varied by product line
NAR Survival 52x84 Inch mylar 1.7oz.	North American Rescue	10%
National Foam 2024 MSRP Price List	National Foam	25%
Non-Sparking Tools	Ampco	10%
North Shore Compressors MSRP 2024 (\$175/HR installation)	North Shore Compressors	0%
Nozzles, & Hoses	Kuriyama Fire Hose	5%
Nozzles, Adapters, Plugs, Spanners, Elbows, & Caps	Kochek	20%
Nozzles, fittings	Elkhart Brass	41%
Nozzles, fittings	Akron	41%
Nozzles, Foam Products, Wildland Equipment, & Adapters	C&S Supply	20%
Nozzles, Monitors, & Valves	Elkhart	20%
Nozzles, Monitors, Valves, & Lighting	Akron	5%
Nozzles, Valves,	B&B Fire	20%
Nozzles, Wrenches, Adapters, & Backpacks	Scotty Firefighter	5%
Nozzles, Wyes, Gated Valves, & Shut Off Valves	S&H Products	5%
Paratech 2024 Price List - Metro Fire	Paratech Rescue USA	7%
Patient Handling & First Aid	Junkin Safety	15%
Patient transportation	Junkin Safety	9%
Patient treatment, medical kits and bags, misc. medical equipment	Disaster Management Systems (DMS)	12%
Perimeter Solutions Firefighting Foams - A & B 2024 MSRP	Perimeter Solutions Foams	10%
Petzl Products	Petzl	10%
Phenix Products	Phenix	12%
Plastix Plus products	Plastix Plus	10%
Plastix Plus rescue tool products	Plastix Plus	15%
Poly Tech Products	Poly-Tech America	15%
Portable blowers and fans	Euramco	22%
Portable Gas & Flame Detection	Teledyne/Detcon	5%
Portable Lights	Command Light	5%
Portable Lights	Streamlight	5%
Portable Tanks, & Strainers	Fol-Da-Tank	5%
Portable water tanks	Fold Da Tank	17%

Product Name	Supplier Name	Percentage
Positive Pressure, Confined Space, & Smoke Ejector Fans	Super Vac	15%
PPE Waher / Dryer & Decon Products	Groves Ready Rack	5%
PPE, misc. safety equipment	Tingley	36%
Prusik cords, Ropes, accessories, bags, static & low stretch ropes, tech ropes, dynamic rope, water & float rope, hardware, sewn cordage, kits & systems, sewn webbing, webbing,	Sterling Rope	10%
Pumps, associated products	Waterax	5%
R&B Fabrication Products	R&B Fabrication	5%
Rescue blanket 52wx84l inch mylar/aluminum	Dynarex	10%
Rescue Equipment	PMI	5%
Rescue equipment, portable lights	Pelican	12%
Rescue Rope, Personal Flotation Device, & Water Rescue Equipment	PMI	5%
Rescue Tool Brackets	Zico	20%
Rescue Tool Brackets	Plastix Plus	0%
Rescue Tool Mounting Brackets	Poly Tech	5%
Rescue Tools	Holmatro	5%
Rescue Tools & Portable Lights	Makita	5%
Rescue Tools & PPV Fans	Amkus DeWalt	3%
Rescue Tools, Saws, etc.	Makita	1%
Rope Gloves, & Helmets	PMI	5%
Rope Rescue, Confined Space, Harnesses, & Lanyards	Yates	5%
Sabilization Systems	Res-Q-Jack	8%
SafeFleet Elkhart Brass 2024	SafeFleet - Elkhart Brass	39%
Safety lighting and Firefighter PPE	Grace Industries	10%
Safety Vest	Line2 Design	5%
Safety Vest	343 Fire	10%
Safety Vest	R&B Fabrications	500%
Safety Vest, Eyewear, & Hearing Protection	Fireninja	10%
Safety Vest/Coats, Gloves, Eye/Ear Protection, Gloves, & Boots	Portwest	5%
SCBA Personal Breathing System	Scott 3M	5%
SCBA's & Gas Detection	Draeger	10%
SCBA, misc. safety equipment	MSA	7%
Scene Lighting, Light Towers, Tripods, etc	SuperVac-Command Light	1%
SEEK Products	SEEK	5%
Smoke Ejectors, Confined Space Fans, & PPV	RamFan	5%
Snap-Tite Hose 2024 List Price Sheet	Snap-Tite Hose	49%
Special Entry Tools: Breacher Irons - MES-Leatherhead - S.E.T. - Breacher Irons List Price List	Leatherhead Tools	25%
Special Entry Tools: Halligan Bars - MES-Leatherhead - S.E.T. - Halligan Bar No Pike List Price List	Leatherhead Tools	25%
Specialty Tools & Accessories - MES-Hurst Specialty Tools & Accessories 2024 List Price List	Hurst Jaws of Life	5%
Spreaders, cutters, and combination units	Genesis Rescue Systems	8%
Stihl Rescue Tools	Blue Mountain / Stihl Dealer	15%
Streamlight MSRP List - 2024	Streamlight	26%
Streamlight Products	Streamlight	20%
StrongArm Tool - MES-Hurst StrongArm 2024 List Price List	Hurst Jaws of Life	5%
Super Vac Products	Supver Vac	25%
Super Vac Products 2024	Super Vac	22%

Supplier	Supplier Name	Percentage
Task-Force-Tips-Price-List_April-2024	Task Force Tips	26%
Team Wendy Helmets	Accurate Law Enforcement	5%
Telecrib, Struts & Stabilizaiton Products - MES-Rescue 42 2024 List Price List	Rescue42	8%
Tempest-Leader MSRP 2024	Tempest - Leader Fans	19%
The Ripper -Glass Cutter Tools - MES-Rescue42 The Ripper 2024 List Price List	Rescue42	8%
Thermal Imagers	Bullard	5%
Thermal Imagers	Bullard Thermal Imagers	11%
Thermal Imagers - FireProX & Attack Pro	Seek Thermal	10%
Tool Mounts	Siddons-Martin Poly Product	20%
Tool Mounts, Brackets, & Bottle Holders	Performance Advantage	5%
Tools	Husqvarna Construction	10%
Toxic Suppression Products	Toxic Suppression	5%
Turnout Gear - Morning Pride Tails and Morning Pride ProFit - MES-Honeywell Morning Pride Turnout Gear 2024 List Price List	Honeywell-Morning Pride	26%
Turnout Gear, Gloves & Hoods	Veridian	30%
Turnout Gear, Gloves, Boots, & Hoods	Fire Dex	42%
Turnout gear, hoods, gloves	INNOTEX TECH RESCUE	12%
TYCO FOAMS 2024 MSRP	TYCO Foams - Ansul/Chemguard	48%
Unipak Corp. Hospeco Catalog	Hospeco	21%
Valves, Manifolds, Adapters	Harrington	34%
Vanguard Products	Vanguard	10%
Variety of turnout jackets, pants, boots, and hoods	Globe Manufacturing Company LLC	25%
Various Products - MES-SuperVac 2024 List Price List	MES	0%
Vehicle Fire Blankets	Bridgehill	8%
Water Rescue, Rope Rescue, & Confined Space Rescue Equipment	CMC	10%
Wildland Gear & Equipment	True North	5%
Wildland Tools	Peco Sales / Forestry Supplier	5%
Windshield Cutter	Rhyno	5%
Wrenches, Tool Mounts, & Wheel Chocks	Zephyr Industries	5%
Zoll, Stryker, Phillips, and Defibtech products per submission - Respective 2024 Price Books	Zoll, Stryker, Phillips, Defibtech	Varies by manufacturer and type

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 832-810-2667

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www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **January 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

To approve issuance of purchase order to Toomey's Mardi Gras Candy Co Inc for 450 cases of Moon Pies and 80 cases of Mardi Gras beads for City Council.

Amount of Contract:

\$21,227.50

Funding Source

General fund.

ATTACHMENTS:

1. 20251031 Toomey Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 12 November 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: Spiro N. Cheriogotis
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Toomey's Mardi Gras Candy Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Toomey's Mardi Gras Candy Co Inc for 450 cases of Moon Pies and 80 cases of Mardi Gras beads for City Council.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$21,227.50

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein, and further to determine that such purchase is for a public purpose:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3546</u>	2026	(1030) CITY CLERK	450 CASES OF MOON PIES AND 80 CASES OF MARDI GRAS BEADS FOR CITY COUNCIL (PRICE BELOW BID REQUIREMENT)	\$21,227.50	<u>(130871)</u> <u>TOOMEY'S</u> <u>MARDI GRAS</u> <u>CANDY CO INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00003546-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.90.9000.9000.9000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 1
=====	=====

Vendor
TOOMEYS MARDI GRAS CANDY CO INC
755-A MCRAE AVE

MOBILE, AL 36606

Tel#251-450-5012
Fax 251-450-5078

Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
TIERENEY.LEVERETTE@CITYOFMOBILE.ORG

Delivery Reference
TIERENEY LEVERETTE

Deliver To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
10/27/25	130871				CITY CLERK
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

VENDOR MUST DELIVER ENTIRE ORDER TO: CITY CLERK'S OFFICE
205 GOVERNMENT STREET
9TH FLOOR, SOUTH TOWER, ROOM 908
MOBILE, AL 36644

SCHEDULE DELIVERY WITH TIERENEY LEVERETTE AT 251-208-7829

BY JANUARY 29, 2026

NO DELIVERING ON TUESDAYS

001	MOON PIES, CHOCOLATE, CELLOPHONE WRAPPED. VENDOR TO PROVIDE MOON PIES, 2 OZ, CHOCOLATE, 96 PER CASE.	225.00 CASE	36.95000	8313.75
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Additional Description Notes

MOON PIES, CHOCOLATE, CELLOPHONE WRAPPED. VENDOR TO PROVIDE MOON PIES, 2 OZ, CHOCOLATE, 96 PER CASE.

QUOTE ATTACHED #D1466

Vendor Item

Inventory Item/Loc 5169

1	1000.10.90.9000.9000.9000.0000.0000.42140.	8313.75
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003546-00 FY 2026 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor
 TOOMEYS MARDI GRAS CANDY CO INC
 755-A MCRAE AVE

MOBILE, AL 36606

Tel#251-450-5012
 Fax 251-450-5078

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG

Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/25	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

002	MOON PIES, BANANA, CELLOPHANE WRAPPED. VENDOR TO PROVIDE MOON PIES, BANANA, 2 OZ, 96 PER CASE.	225.00	36.95000	8313.75
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Additional Description Notes

MOON PIES, BANANA, CELLOPHANE WRAPPED. VENDOR TO PROVIDE MOON PIES, BANANA, 2 OZ, 96 PER CASE.

QUOTE ATTACHED #D1466
 Vendor Item
 Inventory Item/Loc 5170

1	1000.10.90.9000.9000.9000.0000.0000.42140.			8313.75
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003546-00 FY 2026 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor
 TOOMEYS MARDI GRAS CANDY CO INC
 755-A MCRAE AVE

MOBILE, AL 36606

Tel#251-450-5012
 Fax 251-450-5078

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG

Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/25	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			
003	BEADS, 48" (MARDI GRAS THROWS), 48" X 18MM BEADS, ROUND, PURPLE, GOLD, & GREEN, 6 DOZEN PER CASE. Additional Description Notes ----- BEADS, 48" (MARDI GRAS THROWS), 48" X 18MM BEADS, ROUND, PURPLE, GOLD, & GREEN, 6 DOZEN PER CASE. QUOTE ATTACHED #D1466 Vendor Item Inventory Item/Loc 18284	80.00 CASE	57.50000	4600.00
1	1000.10.90.9000.9000.9000.0000.0000.42140.			4600.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003546-00 FY 2026 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor
 TOOMEYS MARDI GRAS CANDY CO INC
 755-A MCRAE AVE

MOBILE, AL 36606

Tel#251-450-5012
 Fax 251-450-5078

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG

Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/25	130871				CITY CLERK

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Requisition Link

Requisition Total 21227.50

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.42140.	21227.50	4166310.88
CITY HALL OVERHEAD EXP		
MISCELLANEOUS SERVICES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/27/25	SCOTT PROVINCE	Auto approved by: 910519237
Approved	10/27/25	DONNA BRYARS	
Approved	10/27/25	JESSICA CATES	Auto approved by: 910519237
Approved	10/27/25	ANGELA VRECA	Auto approved by: 910519237
Approved	10/27/25	PAUL HANEUTH	Auto approved by: 910519237



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Robert Bryant

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

12-month contract with AACRC, Inc, dba Ark Animal Clinic and Rehab Center for professional veterinary services for Animal Services.

Amount of Contract:

NTE \$200,000.00

Funding Source

General fund. 1004.1546.42200

ATTACHMENTS:

1. 2025 Ark Agenda Package

REVIEWERS:

Donald Rose

Donna Bryars

Cherlina Monteiro

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 12 November 2025
Date

Item No. _____

Submitted by: Animal Services
Department

Robert Bryant
Department Head

Sponsored by: Mayor Cheriogotis
Name

Title

Reviewed by: Joe Snowden
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with AACRC, Inc.

PURPOSE & SCOPE OF PROJECT:

12-month contract with AACRC, Inc, dba Ark Animal Clinic and Rehab Center for professional
veterinary services for Animal Services.
General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$200,000.00

FUNDING SOURCE:

Budget Item: 1004.1546.42200

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and AACRC, Inc., doing business as Ark Animal Clinic and Rehab Center, for twelve months, in an amount not to exceed \$200,000.00, as appropriated funds are available, for professional veterinary services, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



Professional Services Contract City of Mobile

Animal Services Department – Veterinary Services

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the date of execution, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and AACRC, INC d/b/a Ark Animal Clinic and Rehab Center, an Alabama Domestic Professional Corporation (hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in providing Veterinary Services, and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. Contractor agrees to diligently provide all professional veterinary services and labor as described below in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained in this Agreement shall control.
- B. The contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent, considering the ordinary professional skill and care of such profession.
- C. All work and labor shall be done in accordance with industry best practices and standards as approved by the Director of Animal Services or his/her authorized agent.
- D. The City's representative for purposes of this Agreement is the Director, Mobile Animal Services. The Director, Mobile Animal Services, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed as described in **Exhibit A**. The City will pay the Contractor for services in accordance with **Exhibit B**, the **Fee Schedule**. City will reimburse Contractor for medical supplies and medicines provided by Contractor at Contractor's cost. Contractor will submit monthly invoices to the City, itemizing all work done during the previous month to include labor rates and hours, itemized work, and itemized Contractor-furnished medical supplies and medicines. The total amount of compensation due to Contractor for services, supplies, and medicines provided under this contract will not exceed \$200,000.00. The contractor will ensure that the services performed and billed do not exceed this amount. Contractor agrees, without mutual consent of both parties, it shall not be reimbursed for supplies, medicines, or paid compensation for any services, for any sums in excess of \$200,000.00 during the term of this Agreement.

III. METHOD OF PAYMENT

- A. The City shall pay the Contractor within 30 days through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Director of Animal Services, indicating that services have been rendered in conformity with this Contract.
- B. The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to **Exhibit B**, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Director of Animal Services, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

IV. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution date above by the City of Mobile and shall continue for a term of 12 months or until funds are depleted, whichever comes first.

V. GENERAL PROVISIONS

- A. Contractor agrees to permit the City access to, and, as requested, copies of, all books and records received and developed in connection with the contract work.
- B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.
- C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and

shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

- D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.
- E. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- F. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- G. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- H. Contractor agrees that upon the violation of any of the covenants and agreements contained herein, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.
- I. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- J. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives,

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

- K. Insurance. Contractor shall procure and maintain insurance as specified in **Exhibit C**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.
- L. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

City of Mobile
c/o Robert Bryant, Director of Animal Services
855 Owens Street
Mobile, AL 36604

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

And to Contractor at:
AACRC, INC d/b/a Ark Animal Clinic and Rehab
Center
c/o Jennifer Wilder, DMV and CEO
3625 Spring Hill Memorial Drive South
Mobile, Alabama 36608

- M. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.
- N. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.
- O. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
- P. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.
- Q. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.
- R. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.
- S. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- T. CONTRACTOR acknowledges that he, or she, has had an opportunity to consult with and be represented by counsel of CONTRACTOR'S choosing. in the review of this Agreement, that he, or she, has been advised by the CITY to do so, that CONTRACTOR is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONTRACTOR enters into this Agreement freely, without duress or coercion, and based on the CONTRACTOR'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONTRACTOR further represents and acknowledges that he, or she, has been provided a reasonable period of time within which to review the terms of this Agreement

VI. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

VII. SIGNATURES

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

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

AACRC, INC d/b/a Ark Animal Clinic
and Rehab Center

By: [Signature]
Name: Jennifer Wilder, DVM and CEO
Date: 11/3/25

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Jennifer Wilder, DMV whose name as CEO of AACRC, INC d/b/a Ark Animal Clinic and Rehab Center is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 3rd day of November, 2025

Melinda Christle Bennett
Notary Public

Print

MELINDA CHRISTLE BENNETT
My commission expires: November 15, 2027 (Seal)

MELINDA CHRISTLE BENNETT
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2027

CITY OF MOBILE

By: _____
Spiro Cheriogotis, Mayor
Date: _____

ATTEST:

City Clerk

EXHIBIT A: SCOPE OF SERVICES/STATEMENT OF WORK

EXHIBIT B: FEE SCHEDULE

EXHIBIT C: CERTIFICATE OF INSURANCE

EXHIBIT D: VETERINARY LICENSE VERIFICATION

EXHIBIT E: E-VERIFY DOCUMENTS [IF APPLICABLE]

[Remainder of Page Intentionally Left Blank; Exhibit A Follows]

Exhibit A. Statement of Work

Contractor is to provide veterinary support to the City of Mobile Animal Services Department to ensure the health and safety of the animals and staff, with services to include the following:

1. Veterinary Care- Clinic Rounds

- a. Initial assessment of all animals in the shelter under City of Mobile care, to include assessment of animal husbandry (e.g. cleaning, proper feeding, ambient air conditions, pest control, etc.)
- b. Weekly rounds of new City intakes after initial assessment
- c. Administration of vaccines/ medications as necessary

2. Assessment of Shelter Exam Room

- a. Recommendations of equipment purchases
- b. Assess pharmacy and storage

3. Intake Assessment

- a. Creation Review and update intake protocol
- b. Assess vaccine protocols
- c. Proper medical charting in ASM, to include review of ASM charts with feedback

4. Create Veterinary SOPs and Training protocols

- a. Euthanasia protocol
- b. Isolation protocol
- c. Animal feeding protocol
- d. Treatment Plans and Protocol
- e. Training:
 1. Euthanasia training and certification
 2. Performing intestinal parasite exams
 3. Drawing blood and performing diagnostic heartworm test
 4. Triage of injured or ill animals

5. In-Clinic Services

- a. Routine Veterinary Exams
- b. Emergency Veterinary Exams
- c. Appropriate treatment of illnesses and injuries, as approved by the Director, Mobile Animal Services, or their designated representative.
- d. Surgical Procedures as approved by the Director, Mobile Animal Services, or their designated representative.
- e. Boarding of Dogs and Cats

6. After Hours Emergency Care

- a. On-Call to triage emergency cases 24/7
- b. After Hours Emergency Surgery as required
 - a. The COM Animal Services Veterinary Technician will respond after-hours to assist the Contractor with medical procedures as necessary.

7. Legal Case and Field Support

Serve as the City's Veterinarian on in legal matters:

- a. Perform medical and forensic evaluations of animals involved in actual or probable criminal or civil proceedings and document findings in a detailed manner for use in legal proceedings.
- b. Report to locations of cruelty cases or other incidents at the request of the Director of Animal Services.
- c. Provide additional support for the development of legal cases by:
 - i. Assisting in the preparation of case files
 - ii. Meeting with Attorney's as needed.
 - iii. Testifying, in court, as an expert witness on behalf of the city or state as required

8. Other Services

- a. Provide veterinary related services as needed or directed by Director, Mobile Animal Services, or their designated representative.

Exhibit B. Rate Schedule

Contractor is to charge the following amounts for services provided to the City of Mobile Animal Services Department.

1. Monthly Retainer for In-Shelter Services

- a. Veterinarian \$2,000/ month

2. Hourly Rate Schedule for Legal Case and Field Support

- a. Veterinarian \$200/ hour
- b. Veterinarian Technician (In Court) \$45/ hour

3. Routine Services

- a. Exams
 - (1) Routine Exam \$ 25.00
 - (2) Litter Exam \$ 30.00 - \$ 50.00
 - (3) Emergency Exam \$ 75.00
- b. Vaccines
 - (1) DA2PP Vaccine \$ 15.00
 - (2) DA2PPL Vaccine \$ 25.00
 - (3) Leukemia \$ 30.00
 - (4) Rabies Vaccine (1-Year) \$ 12.00
 - (5) Dog Bordetella Vaccine \$ 18.00
 - (6) Cat Bordetella Vaccine \$ 13.00
 - (7) FVRCP Vaccine \$ 16.00
- c. Tests/ Diagnostics
 - (1) Heartworm Test \$ 15.00
 - (2) Fecal Test \$ 15.00
 - (a) Fecal Test for Entire Litter \$ 20.00
 - (3) Feline Leuk/FIV Combo Test \$ 56.00
 - (4) Urinalysis \$ 54.00
 - (5) Complete Blood Count (CBC) \$ 36.75
 - (6) Pre-Op Bloodwork \$ 84.70
 - (7) Skin Scrape \$ 28.00
 - (8) Ear Cytology \$ 31.50
 - (9) Rabies Testing \$125.00
- d. Radiographs (X-Rays) \$ 69.00 - \$139.00
- e. Microchipping
 - (1) Microchip Provided by City \$ 5.00
- f. Surgery
 - (1) Canine Spay <70lbs \$ 85.00
 - (2) Canine Spay ≥70lbs \$ 100.00
 - (a) Estrus, Post-Partum, or Pregnant \$ 35.00 - \$ 56.00
 - (3) Canine Neuter <70lbs \$ 75.00
 - (4) Canine Neuter ≥70lbs \$ 90.00
 - (5) Feline Spay \$ 65.00

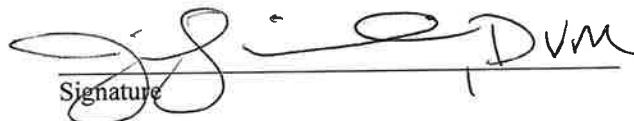
- (a) Estrus, Post-Partum, or Pregnant \$ 35.00 - \$ 56.00
- (6) Feline Neuter \$ 50.00
- g. Miscellaneous Services
 - (1) Boarding \$ 20.00/ Night
 - (a) Isolation Boarding \$ 25.00/ Night
 - (2) Appointment No-Show Fee \$ 50.00
 - (3) Heartworm Treatment
 - (a) Pre-HW Treatment Bloodwork \$ 84.70
 - (b) HW Treatment Injections
 - (i) Immiticide Injection (If Provided by Vet) \$ 80.00/ 2cc Bottle
 - (ii) Diroban (If Provided by City) \$ 25.00
 - (c) HW Treatment Hospitalization \$ 24.96/ Night
 - (4) All Other Services and Test
 - (a) As approved by the Director of Animal Services or his designated representative.

3. Emergency Services

- a. Monthly Retainer for Emergency on-call Services \$1,000/ Month
- b. Any medical procedures or treatments resulting from an emergency on-call service will be billed separately according to Sections: 3. Routine Services or Section 4: Non-Routine Services.

4. Non-Routine Services

- a. As approved by the Director of Animal Services or his designated representative.


Signature

JENNIFER WILDER, D.V.M.
Print Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2025

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 Patt Branyon(500536V) 1024 Hillcrest Rd Mobile AL 36695-3917		CONTACT NAME: PHONE (A/C, NO, EXT): 251-633-5800 FAX (A/C, NO): 251-633-5824 E-MAIL ADDRESS: pbranyon@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED AACRC, INC ; 3625 SPRINGHILL MEMORIAL DR S MOBILE AL 36608		INSURER A: Truck Insurance Exchange	21709
		INSURER B: Farmers Insurance Exchange	21652
		INSURER C: Mid Century Insurance Company	21687
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y	Y	606655419	03/26/2025	03/26/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		N	606655419	03/26/2025	03/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
	AGGREGATE \$						
	\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTHER \$
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

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

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MOBILE PO BOX 1827 MOBILE AL 36633	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 <i>Patt Branyon</i>

Veterinary Professional Liability Insurance Policy Amended Certificate of Insurance

Item 1. Insured by the stock company below and hereinafter called the Company Zurich American Insurance Company		Master Policy Number: EOL 5241302 -20 Certificate Number: VETPRO034745 Date Issued: 10/09/2025																		
Item 2. Named Certificate Holder , member number, rating code and Address Jennifer L. Wilder, DVM 3625 Springhill Memorial Dr S Mobile, AL 36608 <table style="width: 100%; border: none;"> <tr> <td style="border-bottom: 1px solid black; width: 30%;"><u>Member Name</u></td> <td style="border-bottom: 1px solid black; width: 30%;"><u>Member Number</u></td> <td style="border-bottom: 1px solid black; width: 40%;"><u>Rating Code</u></td> </tr> <tr> <td>Jennifer Wilder</td> <td>227927</td> <td>[IV] Small Animal Exclusive</td> </tr> </table>		<u>Member Name</u>	<u>Member Number</u>	<u>Rating Code</u>	Jennifer Wilder	227927	[IV] Small Animal Exclusive	For More Information or to File a Claim, Please Call (800) 228-7548. Notice to the Company: Zurich American Insurance Company Professional Programs Claims PO Box 968017 Schaumburg, IL 60196												
<u>Member Name</u>	<u>Member Number</u>	<u>Rating Code</u>																		
Jennifer Wilder	227927	[IV] Small Animal Exclusive																		
Item 3. Effective Date(s) of Amended Certificate of Insurance From 12/31/2025 To 01/01/2026 12:01 A.M. Standard Time at the address of the Named Certificate Holder stated in Item 2.																				
Item 4. Coverage Schedule (Coverage only applies if purchased and shown in the Coverage Schedule below. If N/A or no Limit is below, there is no Coverage under the policy.)																				
Insuring Agreements	Limit of Liability (Each Claim)	Aggregate Limit of Liability																		
A. Veterinary Professional Liability Coverage	\$1,000,000	\$3,000,000																		
B. Veterinary License Defense Coverage	\$25,000	\$25,000																		
	Limit of Liability (Any One Animal)	Limit of Liability (Transportation)	Limit of Liability (Specified Premises)																	
C. Bailee Coverage																				
	Limit of Liability (Any One Unit)	Limit of Liability (Transportation)	Limit of Liability (Specified Premises)																	
			Deductible (Each Claim)																	
D. Embryo and Semen Storage Coverage																				
Item 5. Schedule of Purchased Plan Numbers and Location(s) for Bailee Coverage (Bailee Plan) and/or Embryo and Semen Storage Coverage Plan (E/S Plan) For additional locations, please see the attached page. <table style="width: 100%; border: none;"> <tr> <td style="border-bottom: 1px solid black; width: 30%;"><u>Location Number/Address</u></td> <td style="border-bottom: 1px solid black; width: 30%;"><u>Bailee Plan</u></td> <td style="border-bottom: 1px solid black; width: 40%;"><u>E/S Plan</u></td> </tr> </table>		<u>Location Number/Address</u>	<u>Bailee Plan</u>	<u>E/S Plan</u>	Item 6. Premium and Coverage Summary <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">A. Veterinary Professional Liability</td> <td style="width: 20%; text-align: right;">\$ 285.00</td> </tr> <tr> <td>B. Veterinary License Defense Coverage</td> <td style="text-align: right;">\$ 114.00</td> </tr> <tr> <td>C. Bailee Coverage</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>D. Embryo and Semen Storage Coverage</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Excess Professional Liability (if applicable)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>State Taxes (if applicable)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total Premium Due:</td> <td style="text-align: right;">\$ 399.00</td> </tr> </table>		A. Veterinary Professional Liability	\$ 285.00	B. Veterinary License Defense Coverage	\$ 114.00	C. Bailee Coverage	\$	D. Embryo and Semen Storage Coverage	\$	Excess Professional Liability (if applicable)	\$	State Taxes (if applicable)	\$	Total Premium Due:	\$ 399.00
<u>Location Number/Address</u>	<u>Bailee Plan</u>	<u>E/S Plan</u>																		
A. Veterinary Professional Liability	\$ 285.00																			
B. Veterinary License Defense Coverage	\$ 114.00																			
C. Bailee Coverage	\$																			
D. Embryo and Semen Storage Coverage	\$																			
Excess Professional Liability (if applicable)	\$																			
State Taxes (if applicable)	\$																			
Total Premium Due:	\$ 399.00																			
Item 7. Forms Attached at Issuance M-VPL-2000-A CW (08/24); U-VPL-261-A CW (01/23); U-GU-319-F (01/09); U-GU-1191-A CW (03/15)																				
This Certificate of Insurance is issued off the Master Policy held by the American Veterinary Medical Association (A.V.M.A.) Professional Liability Insurance Trust. By acceptance of this policy the Named Certificate Holder agrees that the statements in the certificate and the application and any attachments hereto are the Named Certificate Holder's agreement and representations and that the policy embodies all agreements existing between the Named Certificate Holder and the Company or any of its representatives relating to this insurance																				

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

BE KEPT IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

ARK ANIMAL CLINIC & REHAB CENTER T5
3625 SPRINGHILL MEMORIAL DRIVE SOUTH
MOBILE AL 36608

2025

90092

2/2/2025

12/31/2025

514941 VETERINARIAN, OFFICE OF



ARK ANIMAL CLINIC & REHAB CENTER
3625 SPRINGHILL MEMORIAL DR S
MOBILE, AL 36608-1177

10 T1 P3201 153070



Alabama Secretary of State



AACRC, Inc.	
Entity ID Number	000-263-194
Entity Type	Domestic Corporation
Principal Address	SATSUMA, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/29/2010
Registered Agent Name	EILAND, JENNIFER LEIGH
Registered Office Street Address	5489 SECOND ST SATSUMA, AL 36572
Registered Office Mailing Address	Not Provided
Nature of Business	VETERINARY SERVICES
Capital Authorized	\$1,000
Capital Paid In	---
Incorporators	
Incorporator Name	MCGINLEY, ROBERT B JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/29/2010 Certificate of Formation 5 pgs.

New Search



Tammy S Cargile
Executive Director

**ALABAMA STATE BOARD OF
VETERINARY MEDICAL EXAMINERS**
8100 SEATON PLACE--SUITE A
MONTGOMERY AL 36116
(334) 395-5112
(334) 395-5117(fax)
www.asbvme.alabama.gov



LICENSE VERIFICATION REQUEST AND AUTHORIZATION:

Name: JENNIFER EILAND L WILDER License #: 5633

I authorize the Alabama State Board of Veterinary Medical Examiners to release information in regards to the status and standing of my license to practice veterinary medicine and/or surgery in the State of Alabama

ALABAMA BOARD VERIFICATION:

APPLICANT LICENSE NUMBER: 5633 DATE ISSUED: 05/09/2006

Qualifications for license in year of issue: GRADUATE - AU 2006, the STATE EXAM

Current License Status: ACTIVE STATUS EXPIRATION DATE. 12/31/2025

Disciplinary Action? ☒ NO ☐ YES

Current Disciplinary Action? ☒ NO ☐ YES

Pending Disciplinary Action? ☒ NO ☐ YES

If yes to any disciplinary action, you will find attached a certified copy of the Finding of Fact, Conclusions of Law, and /or Final Order, or the charges of a pending case.

Board Signature:


Tammy S. Cargile
Executive Director

Date: 09/11/2025

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Professional Services Contract for Post Disaster Relief Management, by and between the City of Mobile and the company listed below, for work as outlined in contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: AG Witt, LLC

Not to Exceed Cost: \$500,000.00

Adopted:

City Clerk



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

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

And the Consultant: **AG WITT, LLC**
 10318 Meers Lane
 Dardanelle, AR 72834

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONSULTANT**



THIS AGREEMENT is made and entered into as of the date on which the last party executes this agreement (the “Effective Date”), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" acting by and through its Mayor and City Council, and AG WITT, LLC, hereinafter referred to as “Consultant.” an Alabama corporation with its principal office at, 10318 Meers Lane, Dardanelle, AR 72834.

WHEREAS, the City has in the past suffered the full force and effects of major storms and resulting destruction brought upon City by such storms pr man-made disasters; and,

WHEREAS, the immediate economic recovery of the City and its Citizens is a major concern and a primary priority for recovery; and,

WHEREAS, the availability of experienced post disaster relief recovery contractors may be severely limited under post-recovery circumstances; and,

WHEREAS, the City has previously determined that it has a need for Post-Disaster Management Services; and,

WHEREAS, the City issued RFP No. 5965 on July 16, 2025; and,

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

WHEREAS, the City desires to engage this Consultant, due to the Consultant’s high degree of professional skill, competence, and personality, especially suited to provide said services and manpower to perform post-disaster management services upon the following terms and conditions.

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

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

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

I. CONSULTANT'S SERVICE

- A. The Consultant agrees to diligently provide all materials, services and labor for the performance of POST DISASTER MANAGEMENT SERVICES (the "Project"), in accordance with the Scope of Services City of Mobile Request for Proposals (RFP) No. 5965, Debris Removal Services, made part of this Contract as **Exhibit A**, attached hereto and incorporated herein.
- B. The Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

II. TERM

- A. This Contract shall commence immediately upon execution by both the City and the Consultant and shall continue for three (3) years on an "as needed" basis, with the option upon agreement by both parties to extend for three additional one-year periods, under the original terms and conditions, except that performance rates may be adjusted after the initial three-year period, upon mutual agreement of the City and Consultant, to reflect the change in the Consumer Price Index published by the US Department of Labor, Bureau of Labor Statistics.
- B. Services performed pursuant to this Contract shall commence upon a Notice to Proceed.

III. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

- A. The location, frequency, and lump sum cost or unit price of the Services are as set out in Fee Schedule/Consultant's Responsive Proposal to City of Mobile Request for Proposals (RFP) No. 5965, as **Exhibit B** attached hereto and incorporated herein.
- B. Notwithstanding the preceding, Consultant shall perform no work under this Contract until receipt of a notice to proceed. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- C. In no event shall the total annual compensation due to the Authority under this Agreement exceed **Five Hundred Thousand and No/100 Dollars (\$500,000.00)** without a formal amendment executed by both parties.
- D. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Consultant. The City shall promptly notify the Consultant if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The City shall pay the Consultant through payment issued by the City upon receipt of the Consultant's invoice and written approval of same by Director of Resilience indicating that services have been rendered in conformity with this Contract.
- B. The Consultant shall submit invoices for payment to the City for those specific services provided pursuant to **Exhibit B**, attached hereto and incorporated herein.
- C. The Consultant's invoices shall be in a form satisfactory to Director of Resilience who shall initiate a disbursement request to the accounting department. The Consultant is responsible for providing all necessary documentation as required by the City.

V. ADDITIONAL SERVICES

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

VI. LIABILITY OF CONSULTANT

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

by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The Consultant agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

VII. CONSULTANTS INSURANCE

- A. Consultant shall procure and maintain insurance as specified in **Exhibit C**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement. Evidence Consultants' insurance is attached hereto as Exhibit D.

VIII. RESPONSIBILITIES OF THE CONSULTANT

- A. The personnel assigned by the Consultant to perform the services of this Contract shall comply with the terms set forth in this Contract. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Consultant's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Consultant agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- E. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- F. The Consultant is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Consultant is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent

contractor and not as employees of the City. The Consultant shall be solely responsible for providing benefits and insurance to its employees.

IX. LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Consultant shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Consultant to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Consultant's delay will be deducted and retained out of the monies payable to the Consultant. If not so deducted, the Consultant and sureties for the Consultant shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be \$ [insert] per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

X. FORCE MAJEURE

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

XI. OBLIGATIONS OF THE CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B. City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Consultant

payment requests for approval or rejection. 2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

- D. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XII. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Consultant to terminate the services of the Consultant. The City shall pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Consultant to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Consultant and the Consultant shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Consultant has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated above. Consultant shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Consultant shall have the right to terminate services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by

Consultant; 5. The Consultant's failure or refusal to perform any other obligation under this Contract.

XIII. DISPUTE RESOLUTION

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

XIV. CONSULTANT WARRANTY

- A. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Consultant as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Consultant agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XV. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be

effective as of the date the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

- B. In the event the City of Mobile determines not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Contract.

XVI. NOTICES

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

CITY:

City of Mobile
c/o Lance Slater, Director of Resilience
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633

CONSULTANT:

AG WITT, LLC
c/o Nicole Brode
As: Consultant's Authorized Agent
10318 Meers Lane
Dardanelle, AR 72834

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

XVII. DEFAULT/ BREACH

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

subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XVIII. EFFECT OF DEFAULT

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

XIX. WITHHOLDING PAYMENT DUE

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

XX. CURE PLAN

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

XXI. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

XXII. PEER REVIEW/VALUE ENGINEERING

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

XXIII. ANTI-BOYCOTT

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

XXIV. NON-DISCRIMINATION

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

XXV. COMPLIANCE WITH IMMIGRATION LAW

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

XXVI. MISCELLANEOUS

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

legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

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

CONSULTANT:

AG WITT, LLC James L. Witt

By: _____

Signature: James L. Witt

Printed Name

As its: Chairman

Title

Date: 10/31/25

State of Arkansas

County of fope

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [James Lee Witt], whose name as Chairman [title] of AG WITT, LLC is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said corporation on the day the same bears date.

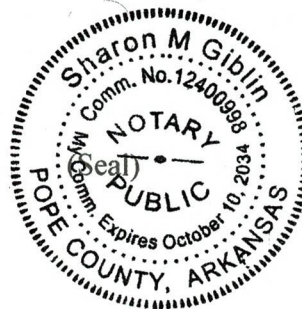
Given under my hand this the 31st day of October, 2025

Sharon M Giblin

Notary Public

Print Sharon M. Giblin

My commission expires: 10/10/2034



CITY OF MOBILE

By: _____

Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

City Clerk

EXHIBIT A: SCOPE OF SERVICES / CITY OF MOBILE RFP NO. 5965

EXHIBIT B: FEE SCHEDULE/CONSULTANT'S RESPONSIVE PROPOSAL

EXHIBIT C: CITY REQUIRED INSURANCE

EXHIBIT D: CONSULTANT INSURANCE

EXHIBIT E: E-VERIFY DOCUMENTS

EXHIBIT A: SCOPE OF SERVICES



City of Mobile Request for Proposals RFP Number: 5965

DISASTER MANAGEMENT CONSULTING SERVICES

I. SUMMARY

The City ("City") of Mobile is seeking sealed proposals from experienced firms to provide management and administrative support of grant activities related to disaster preparedness and response, as needed for Federal and State programs, including Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), US and Alabama Departments of Transportation (DOT and ALDOT), Alabama Department of Emergency Management (ALEMA), Alabama Department of Economic and Community Affairs (ADECA), and grant programs related to disaster relief and recovery. This solicitation is not for programs funded by the U.S. Department of Housing and Urban Development (HUD).

Proposals Due: **4:00 p.m, Wednesday, July 16, 2025.**

Mailing address

City of Mobile
Procurement Department
PO Box 1827
Mobile, AL 36633

Delivery:

City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Phone: (251)-208-7434

Submit Questions NLT July 11, 2025 to: Purchasing@CityofMobile.org

Timeline for Award:	Proposals due:	July 16, 2025
	Contract award	August 5, 2025
	Performance begin	August 18, 2025

II. BACKGROUND / PURPOSE

The City desires to make the best use of federal and state disaster preparedness, response, and recovery assistance, but does not have sufficient current expertise to manage the complexities of awareness, eligibility, compliance, and administration attendant to these programs. Recognizing that Contractors have developed specialized expertise in helping municipalities access these funding streams, the City wishes to select and retain a Contractor with competence relevant to Mobile's risk areas, best suited to help the City successfully manage its disaster efforts and optimize its resources. The selected firm will be managed



primarily by the City's Executive Director of Public Safety, with broad access to all City programs and departments.

III. CONTRACT TERM

The City expects to enter a three-year contract with the selected Contractor, with the option to renew for an additional three-year period.

IV. PERFORMANCE SPECIFICATIONS

- A. The selected Contractor, working closely with and at the direction of City staff, will assist in strategically managing the project development and administration of any and all federal and/or state disaster programs related to declared emergencies or disasters that occur during the term of this contract. Services provided in the development of such programs may include, but are not limited to the following:

B. FEMA Public Assistance (PA) Advisory Services

1. Develop a process/system to efficiently submit grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues.
3. Provide knowledge, experience and technical expertise in dealing with federal and state regulations, specifically including, but not limited to, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, the Sandy Recovery Improvement Act of 2013, Environmental and Historic Preservation Management, Davis-Bacon and Section 3 as necessary.
4. Proactively identify and resolve issues that may arise related to the funding of completed and forthcoming work.
5. Provide engineering, cost estimating, and architectural support, among other types of technical assistance.
6. Assess damage to public infrastructure components, transportation systems, and facilities.
7. Obtain, analyze and gather field documentation, including gathering relevant records (including timekeeping and assignment records) in order to extract pertinent information.
8. Review all data and supporting documentation to determine eligible adequate costs.
9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets, to include Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDD") and project Scope of Work ("SOW").



10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act. (See further detail herein, below.)
11. Evaluate alternate and/or improved projects.
12. Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
13. Review Project Worksheets (PW) to determine final eligible costs and third-party refunds/ reimbursements.
14. Reconcile eligible costs and prepare PW versions.
15. Prepare first and second appeals, and work with the City through any arbitration.
16. Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and prepare progress payments.
17. Perform PW closeouts.
18. Prepare projects for audit.
19. Respond to audit findings, as required.
20. Coordinate as necessary with City Disaster Debris Monitor and Removal Contractors.

C. FEMA 404 Hazard Mitigation Grant Program (HMGP)

1. Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
2. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

D. Financial and Grant Management Support

1. Advise on FEMA's policies, regulations, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including Contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare disaster recovery projects for audit.
5. Meet with City/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to applicable regulations.
6. Prepare required reports, including the Public Assistance Quarterly Progress Report, for the State and FEMA, as needed.
7. Provide oversight of Contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.



8. Categorize, record, track, and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.
9. Assist in providing interagency (Federal, State, County, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long- term recovery process.
10. Collect Policies, Bid Tabs, Contracts, Agreements, etc.
11. Work with FEMA Project Specialist in compiling documentation for the Project Writers.
12. Perform analysis of labor vs equipment hours, etc.
13. Identify the need for pre-positioned contracts. These contracts must be procured in compliance with Federal Procurement Regulations, include scope of work which anticipates disaster work and ensures the cost are reasonable in the current market environment.
14. Perform insurance reconciliation, as well as other funding source coordination to avoid duplication of benefits.
15. Perform Cost-Benefit Analysis when necessary to support the City's determination of pursuing reimbursement.
16. Track, monitor and report time and activities performed by Contractor's Staff by project, or as allowable under the provisions of the Federal Guidance for direct administrative, indirect and project management costs reimbursement.
17. Provide monthly written performance and status reports to the City on the status of activities completed under this contract, the FEMA Public Assistance (PA) Program and other grant assistance programs.
18. An active Unique Entity Identifier (UEI) is required at the time of application.

E. Information Technology, Data Management and Reporting Support

1. Provide viable integrated IT solutions (compatible with existing City applications) that support the management and implementation of the disaster recovery programs.
2. Manage data for disaster recovery programs.
3. Provide expertise using systems to report, manage, and analyze information to optimize and improve the disaster recovery programs.

V. PRICING

The City expects that City cost for services will be based on contract hourly or project-based unit rates. Contractor unit rates will be based on those submitted as part of this RFP. Contractor billing will be based on City task order and specific Contractor work plans submitted and approved in advance by the City. Contractor work plans will include timelines, deliverables, cost estimates, and invoice intervals. City task orders will task Contractor performance requirements for specific responses or grant opportunities



VI. OTHER PROVISIONS

A. Contract: Contractor will be expected to sign a contract with the City of Mobile similar in its terms to the one provided as **Exhibit A** in this RFP.

B. Insurance: Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of said insurance. The following are minimum coverage amounts:

a. Professional Liability Insurance: Professional Liability Insurance including design with of not less than \$1,000,000 per claim.

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

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

c. Comprehensive General Liability Insurance Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

i. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

ii. General Aggregate Limit shall apply on a "Per Project" Basis.

d. Automobile Liability Insurance: Will not be required for this project.

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE:



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

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
 - b. Additional Insured - All policies of insurance shall be endorsed to name City of Mobile as an Additional Insured.
 - c. Primary Insurance - All policies of insurance shall be endorsed to provide that all such policies are primary and non-contributing with any other insurance maintained by the City of Mobile.
 - d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
 - e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.
- D. E-Verify: Contractor may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Contractors will be required to provide verification of Enrollment in the E-Verify program.
- E. Licenses: Contractor will be required to be an Alabama business, or have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State, prior to contract award. Contractor will be required to hold and maintain a City of Mobile business license.
- F. Non-discrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all Contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that



fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractors are asked in their proposals to demonstrate subcontractor partnerships with disadvantaged business enterprises by completion of **Exhibit B**, and submitting with the proposal.

- G. Federal Funding Clauses. As this contract is expected to be funded by federal and state grants, the following federal grant clauses of general applicability, as required by 2 CFR Part 200, and specific terms applicable to relevant federal programs, are incorporated herein and will be applicable to the work performed by Contractor. Specifically, the following provisions will apply:
- a. The most recent of such Federal requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal Government determines otherwise. This Section identifies the Federal requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.
 - b. To the extent applicable, the Federal requirements are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the Federal awarding agency's terms and conditions.
 - c. Equal Employment Opportunity. In accordance with 41 C.F.R. 60-1.4, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal awarding agency may issue. ***This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.***
 - d. Davis-Bacon & Copeland Anti-Kickbacks Acts—Not Applicable



e. Contract Work Hours & Safety Standards Act

- i. Overtime requirements. No Contractor or subcontractors contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph above of this section the Contractor and any subcontractors responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractors shall be liable to the U.S. for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in the paragraph above of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in the paragraph above of this section.
- iii. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractors under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in the paragraph above of this section.
- iv. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in the paragraphs above of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for



compliance by any subcontractors or lower tier subcontractors with the clauses set forth in the paragraphs above of this section.

- f. Right to Inventions Made Under a Contract or Agreement—Not Applicable.
- g. Clean Air. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. ***The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000.00) financed in whole or in part with Federal assistance.***
- h. Clean Water. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. ***The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$150,000.00) financed in whole or in part with Federal assistance.***
- i. Energy Conservation. The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, et seq. ***This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.***
- j. Government-Wide Debarment & Suspension. This Contract is a covered transaction for purposes of 2 CFR Part 1200.220, and 2 CFR Part 180.200, which replaces the requirements and guidelines of the previously controlling 49 CFR Part 29. As such, the Contractor is required to verify that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). The Contractor, pursuant to 2 CFR 180.330(a) – (b), must also include a term or condition in lower-tier transactions requiring lower-tier participants to comply with requirement in subpart C in 2



CFR 180, and require lower-tier participants to pass the requirement to comply with 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lower tier. Subpart C of 2 CFR 180 requirements (Contractor and lower tier participants must comply):

- i. Verification. The Contractor and all lower-tier participants must verify that the person with whom the Contractor or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR 180.940, or disqualified, pursuant to the definition in 2 CFR 180.935. The Contractor and all lower-tier participants may do this by either: (a) checking the Excluded Parties List System (EPLS), found at <http://epls.arnet.gov> or <http://www.epls.gov>, (b) collecting the certification form from the lower-tier participant, or (c) adding a clause or condition to the covered transaction with that lower-tier participant.
- ii. Disclosing Information. The Contractor and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355. ***This requirement extends to all third party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.***
- k. Lobbying. The Contractor agrees to comply with the provisions of Title 31, U.S.C. 1352, The Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Contractor and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City. ***The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.***



- I. Recovered Materials. The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Part B of 40 CFR Part 247. ***This requirement extends to all third party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.***
- m. Conflict of Interest. No employee, officer, board member, or agent of the City or the Contractor shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employees or is about to employ any of the above, has a financial or other interest in the firm selected for the award.
- n. Disadvantaged Business Enterprises (DBE). See section VI. E. above.
- o. Access to Records and Reports and Record Retention. The record keeping and access requirements extend to all third party Contractors and their contracts at every tier. Under 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336, FEMA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FEMA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.
 - i. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
 - ii. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than five (5) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this



Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

iii. Access to Records.

1. The Contractor agrees to provide sufficient access to FEMA and its Contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
2. The Contractor agrees to permit, and require its subcontractor to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336.
3. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FEMA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.
4. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iv. Access to the Sites of Performance. The Contractor agrees to permit FEMA and its Contractors access to the sites of performance under this contract as reasonably may be required.

- p. Termination or Cancellation of Contract. For all contracts in excess of \$10,000, the Termination clause in section THREE (3) extends to all third party Contractors, and their contracts at every tier and subrecipients and their subcontracts at every tier, as referenced in 2 C.F.R. 200.339 and 2 C.F.R. Part 200, Appendix II (B).
- q. Breach of Contract Rights and Remedies. All contracts in excess of \$150,000 shall contain administrative, contractual, or legal remedies



in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third-party Contractors and their contracts at every tier. For purposes of this Contract, breach shall include the Contractor and any subsequent named subcontractor.

- i. Rights and Remedies of the City - The CITY shall have the following rights in the event that the CITY deems the Contractor guilty of a breach of any term under the Contract.
 1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;
 2. The right to cancel this Contract as to any or all of the work yet to be performed;
 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 4. The right to money damages.
- ii. Rights and Remedies of the Contractor - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City, the Contractor expressly agrees that no default, act or omission of the Owner shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Owner directs Contractor to do so) or to suspend or abandon performance.
- iii. Remedies - Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the Owner will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.
- iv. If there is credible evidence that a Third-Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of



interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of the Federal awarding agency is required.

r. Copyrights and Rights in Data

- i. City shall have unlimited rights to: data first produced in the performance of this project; form, fit, and function data delivered under this project;; data delivered under this project (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this project; and all other data delivered under this project unless provided otherwise for limited rights data or restricted computer software.
- ii. Contractor shall have the right to data developed at private expense and embody a trade secret or are commercial or financial and confidential or privileged.
- iii. City and Contractor may agree to other rights and usage privileges in data or products created or developed in performance of this project.

- s. Cost Principles. Any adjustment to the Contractor's compensation, including requested reimbursable expenses, shall include only costs and other compensation that are allowable, allocable, and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable, and reasonable under 2 CFR 200 Subpart E—Cost Principles and any implementing guidelines or regulations issued by the Office of Management and Budget (OMB). Contractor further agrees to provide adequate documentation to support costs (direct and indirect) charged to the Federal award. ***This requirement extends to all third-party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.***

VII. EVALUATION / SCORING OF PROPOSALS

The City will evaluate proposals based on their alignment with the City goals of experience, expertise, performance history, and value to the City. The City values local knowledge and familiarity with City risks key partners The City may elect to conduct interviews of all, some, or none of the proposers, conduct reference checks and follow up questions or clarifications, and waive any irregularities appropriate to the effective and efficient selection and award. Any protests regarding City selection and award must be made in writing to the City Attorney not later than five business days of City Clerk publishing of the City intent to award



by advertisement of the proposed contract award by on the City Council agenda.
The following scoring areas will be used by the City for selection:

Qualifications and experience of the proposed firm	20 pts
Qualifications of proposed team members	20 pts
Performance history/References	20 pts
Technical approach to the work/Plan to perform	30 pts
Proposed rates and cost items	10 pts
Total	100 pts

VIII. PROPOSAL SUBMISSIONS

- A. Please use the Proposal Submission Form at the end of this RFP document **(Exhibit C)** and include with your proposal. Please arrange your proposal information consistent with template information organization. It will ensure the City has everything it needs to score your proposal fairly. Submit one original printed copy and one digital copy on flash memory drive or compact disc.
- B. Submit questions regarding this RFP in writing by email NLT July 11, 2025, to Purchasing@CityofMobile.org. Submit proposals to be received by the City of Mobile Procurement Department by 4:00 p.m. Wednesday, July 16, 2025, in a sealed package or envelope marked:

City of Mobile Request for Proposals
Mobile Alabama Disaster Management Consulting Services
Due 4:00 pm July 16, 2025

- | | |
|---|---|
| <p>C. Packages may be <u>mailed</u> to
City of Mobile Procurement Department,
P.O. Box 1827,
Mobile AL 36633.</p> | <p>Packages may be <u>delivered</u> to
City of Mobile Procurement Dept,
4th Floor, South Tower,
205 Government Street
Mobile, AL 36644</p> |
|---|---|

- EXHIBITS**
- A. Sample Contract Template**
 - B. Supplier and Subcontractor Form**
 - C. Proposal Submission Form**

EXHIBIT A: CONTRACT TEMPLATE



NON-CONSTRUCTION PROFESSIONAL SERVICES CONTRACT City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and _____, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in disaster management consulting services; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are to provide disaster management consulting services as described below and in the attached **Exhibit A, City of Mobile Request for Proposals 5965**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained this Agreement shall control.
- B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession.
- C. The Executive Director, Public Safety, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. TERM OF AGREEMENT

- A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a one-year period, and shall automatically renew for two

additional one-year periods unless either party expresses an intent to not renew at the end of any period.

III. COMPENSATION

- A. The City agrees to pay the Contractor for the work performed as described in **Exhibit A**. City will pay Contractor based upon unit rates found in Exhibit A. Invoice interval, timing and documentation requirements will be based on the program and task assigned, and agreed upon at the time of each initial tasking.

IV. METHOD OF PAYMENT

- A. Payments shall be made via direct deposit to a banking institution designated by the Contractor within 30 days of receipt and approval of Contractor invoice.

V. ADDITIONAL SERVICES

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

VI. LIABILITY OF CONTRACTOR

- A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to

Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

VII. CONTRACTOR'S INSURANCE.

- A. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, insurance as required by **Exhibit A**, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as **Exhibit B**, as proof thereof, a certificate of said insurance.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure"

shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XII. DISPUTE RESOLUTION

- A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is The Director of the Office of Public Safety, or the Director's designated representative.
- B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Executive Director, Public Safety
As: City's Authorized Agent
205 Government Street
Mobile, AL 36602

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

CONTRACTOR:

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

XIV. DEFAULT/ BREACH.

- A. **Default.** Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage, 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

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

the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVI. WITHHOLDING PAYMENT DUE

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

XVII. CURE PLAN

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

XVIII. ANTI-BOYCOTT

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

XIX. NON-DISCRIMINATION

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

XX. COMPLIANCE WITH IMMIGRATION LAW

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

party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- M. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- N. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- P. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- Q. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

- R. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- S. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.
- T. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- U. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.
- V. The Contractor shall maintain a valid Alabama Driver's License and report any traffic incidents or violations to his/her supervisor.
- W. The Contractor is required to use his or her own vehicle however, the same shall be authorized to use and operate City-owned equipment and vehicles as directed by the Director of Public Safety.
- X. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties, including the operation and/or use of a City-owned vehicle as required.
- Y. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

XXII. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By: _____

Printed Name and Title

Date: _____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that

_____ [Individual's Name] whose name as _____ [Title] of the

_____ Southern View Media, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public

Print _____

My commission expires: _____ (Seal)

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

EXHIBIT A City of Mobile RFP and Contractor Proposal dated _____

EXHIBIT B Evidence of Contractor Insurance

Cost Proposal

The hourly labor rates shall include all applicable overhead and profit. All non-labor other direct costs, including travel and lodging, will be billed to the City of Mobile at cost without mark-up.

Position	Hourly Rate
Project Executive	\$198.00
Project Manager	\$150.00
Recovery Consultant V	\$155.00
Recovery Consultant IV	\$148.00
Recovery Consultant III	\$135.00
Recovery Consultant II	\$125.00
Recovery Consultant I	\$115.00
Engineer I	\$150.00
Engineer II	\$175.00
Administrator	\$75.00
Accountant	\$120.00

PROPOSAL SUBMISSION TEMPLATE

Please include the following pages, or a reasonable facsimile thereof, with signature, and additional narrative pages, as your proposal.

Please see the main RFP document for submission due date and location.

Corporate name AG Witt, LLC

(Please ensure your corporate name is consistent on all insurance and license documents)

Corporate point of contact for this proposal:

Name: Beth McAteer

Title: VP Capture

Email beth.mcateer@agwitt.com

Phone: 717-202-9181

Corporate mailing address:

PO Box 182 Russellville, AR 72811-0182

Submit a package that includes the following:

Cover Letter: Include a Cover Letter briefly describing your firm and its experience and expertise in the area of Disaster Consulting Services as required by this RFP.

Team Organization: Experience and Certifications/Qualifications. Include resumes of key persons you intend to provide services for this City project.

Past Performance: Provide summaries of Customers for whom you are providing this or similar services. Include name, a point of contact, areas in which you provide services, key challenges, and successes.

Plan/Approach to the Project: Indicate how you intend to accomplish the work required. Please include, at a minimum:

- Response routine throughout the year

- Mobilization processes

- Remote vs On-site service expectations

- SubContractors you intend to use (if any – prepare and submit SubContractor Plan as well)

- Software or special technical support you intend to use.

Proposed Costs: List ALL of your expected billing rates for all categories of support. Include any additional items you anticipate billing the City besides hourly rates.

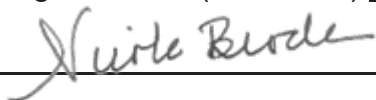
Additional Information: Any additional information you believe relevant.

SIGNATURE

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write "None" below).

Proposer Corp. Name: AG Witt, LLC

Authorized Agent Name (PRINTED): Nicole Brode

Signature: 

Title: Chief Operating Officer

Date: 07/08/2025

EXHIBIT B SUBContractor, MAJOR SUPPLIER FORM – SUBMIT WITH PROPOSAL



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

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

FORM 1: Background and Plan

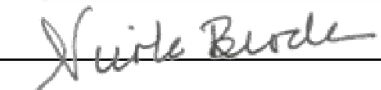
Section I. Information about your company

Company	AG Witt, LLC
Address	10318 Meers Lane Dardanelle, AR 72834
Telephone	844-424-9488
E-Mail	nicole.brode@agwitt.com

RFP/RFQ Solicitation Number	RFP #5965
Project Description	Management and support of grant activities
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>9</u> Female <u>14</u> Minority <u>3</u> Non-minority <u>11</u> SDVO <u>0</u> Total #of Employees <u>23</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Nicole Brode

Signature:  Date: 07/08/25

Title: Chief Operating Officer

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

Name: Beth McAteer Title: VP Capture

Email: beth.mcateer@agwitt.com Phone: 717-202-9181



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

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company AG Witt, LLC Your Bid/Proposal Amount \$ _____ Date: _____
07 / 08 / 25 Description Management and support of grant activities
Name of Bidder/Proposer: Beth McAteer

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Atkinson Consulting	912-521-6555	Engineering related services		20 %	no	



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

Form 2: Good Faith Effort Documentation

Name of Bidder: AG Witt, LLC

Contact Person: Beth McAteer Phone 717-202-9181 Email beth.mcateer@agwitt.com

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

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

DBEs were contacted through multiple outreach methods including email and phone. However, none met the qualification requirements for this contract. Additional outreach was conducted via local DBE directories and professional networks. Despite these efforts, no qualified DBEs were available for the required scope.



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

INSURANCE Professional Service Contracts

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, in a minimum amount of \$1,000,000, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of said insurance.

A. For the duration of this Agreement, shall maintain the following minimum amount for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

EXHIBIT C – CITY REQUIRED INSURANCE

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured - All policies of insurance shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance shall be endorsed to provide that all such policies are primary and non-contributing with any other insurance maintained by the City of Mobile.
- 4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

EXHIBIT C – CITY REQUIRED INSURANCE

5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.



WITTGLO-01

JDENNY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2025

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 License # 100101891 Hub International Mid-America 8315 Cantrell Rd Ste 110 Little Rock, AR 72227	CONTACT NAME: Jolynne Denny PHONE (A/C, No, Ext): (918) 712-5240 FAX (A/C, No): E-MAIL ADDRESS: jolynne.denny@hubinternational.com
INSURED AG Witt, LLC 10318 Meers Ln Dardanelle, AR 72834	INSURER(S) AFFORDING COVERAGE INSURER A : Twin City Fire Insurance Company 29459 INSURER B : Hartford Casualty Insurance Company 29424 INSURER C : Axis Surplus Insurance Company 26620 INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	38SBAVL0001	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	38SBAVL0001	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	38SBAVL0001	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	38WECAE0XXH	10/1/2025	10/1/2026	☒ PER STATUTE ☐ 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
C	Pro Liability/E&O			ENN611437	1/7/2025	1/7/2026	Each Claim/Aggregate 2,000,000
C	Pro Liability/E&O			ENN611437	1/7/2025	1/7/2026	Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation policy includes coverage for all states except North Dakota, Ohio, Washington & Wyoming.

General Liability includes blanket Additional Insured and Waiver of Subrogation endorsements applicable only to the extent required by written contract and subject to policy terms and conditions. General Liability includes Primary and Non-Contributory. Workers Compensation includes blanket Waiver of Subrogation applicable only to the extent required by written contract and subject to policy terms and conditions.

General Liability and Workers Compensation include a blanket 30-Day Notice of Cancellation, except for non-payment, which is ten days. Professional Liability has been endorsed to include certificate holder.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile 205 Government Street PO Box 1827 Mobile, AL 36633	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 <i>Wehner</i>
--	--

BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".
3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

 - a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto".
 - b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY AMENDATORY ENDORSEMENT - CALIFORNIA

Policy Number: 38 WEC AE0XXH

Endorsement Number:

Effective Date: 10/01/25

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: AG Witt, LLC

PO Box 182

Russellville AR 72811

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed - Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages - Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment - Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy

and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in

Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.

6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
8. Part Five, "Premium", E, "Final Premium", is amended to read as follows:

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work

covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- a. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancellation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 38 WEC AE0XXH

Endorsement Number:

Effective Date: 10/01/25

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: AG Witt, LLC

PO Box 182

Russellville AR 72811

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT - CALIFORNIA

Policy Number: 38 WEC AE0XXH

Effective Date: 10/01/25

Named Insured and Address: AG Witt, LLC

PO Box 182

Russellville AR 72811

Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy.

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in Item 3 of the Information Page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:
 1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
 7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
 1. bodily injury to any member of the flying crew of any aircraft.
 2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
 3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

Countersigned by _____

Authorized Representative

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

a. Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

- C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

- a. You.

- b. Your "employee" while using with your permission:

- (1) An "auto" you hire or borrow; or
- (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
- (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

- c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

- (1) The owner or anyone else from whom you hire or borrow an "auto".
- (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

- d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

- a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

- E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a partnership), or a member (if you are a limited liability company),



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 38 WEC AE0XXH

Endorsement Number:

Effective Date: 10/01/25

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: AG Witt, LLC

PO Box 182

Russellville AR 72811

This policy is subject to the following additional Condition:

- A. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

My Company Profile

Company Information

Company Name

AG Witt, LLC

Company ID

1825473

Employer Identification Number (EIN)

843041891

DUNS Number

117505549

NAICS Code

561

Subsector

Administrative and Support Services

Doing Business As (DBA) Name

Enrollment Date

Apr 21, 2022

Unique Entity Identifier (UEI)

HUDJPW1BNKE5

Total Number of Employees

20 to 99

Sector

Administrative and Support and Waste Management and Remediation Services

Business Information

Nicole Brode

From: enrollment@uscis.dhs.gov
Sent: Friday, April 22, 2022 1:40 PM
To: Nicole Brode
Subject: Welcome to E-Verify – Your E-Verify Enrollment Confirmation

Welcome to E-Verify. You have successfully enrolled your company in the program. Here is your login information:

Your program administrator ID: NBRO1756
Your temporary password: Li:8178b

There are still a few things you need to do before you can begin using E-Verify. Just follow the steps below to get started:

1. Go to the E-Verify website at <https://e-verify.uscis.gov/web/>.

You'll visit this website every time you log in to E-Verify to verify your employees. We recommend you 'bookmark' or save this website as a 'favorite' so you'll have easy access to it in the future.

2. Log in to E-Verify using the user ID and temporary password listed above.

Once you log in, you'll be required to change your password. Your new password must meet our password security standards (we'll tell you more about this when you change your password).

3. Create your password challenge questions.

This is really important because if you ever forget your password, you can answer the password challenge questions you created and reset your password without having to contact us.

4. Take the E-Verify online tutorial.

Though we've put a lot of effort into making E-Verify easy to use, work eligibility and immigration are complicated subjects. The required online tutorial will teach you how to use E-Verify and what you need to do to follow the rules of the program. You don't have to take the entire tutorial at one time, but you will have to complete it and pass the knowledge test before you can begin using E-Verify. You can access the tutorial from the E-Verify home page after you've logged in.

5. Register additional users (if necessary).

After you've completed the tutorial and have passed the knowledge test, you can register additional users by clicking on the 'Add New User' link on the left menu of the E-Verify home page. When you register a new user, you can choose between program administrator and general user access. Anyone with program administrator access can add, delete, modify and reset the passwords of other program administrator and general user accounts.

SHARING USER IDs AND PASSWORDS IS NOT ALLOWED so if you have additional people who will use E-Verify, you must register them with their own user IDs and passwords. You're ultimately responsible for any activity associated with your user ID so don't share your password with anyone—and that includes us. (If you ever contact our help desk, we'll never ask for your password either.)

Need Help?

If you need help using E-Verify or you have questions about E-Verify policies, we're here for you. We're also always looking for ways to improve E-Verify so please tell us how we can make E-Verify work better for you.

You can reach us by phone at 888-464-4218 or by e-mail at E-Verify@uscis.dhs.gov. E-Verify Customer Support is available Monday through Friday from 8 a.m. to 5 p.m. local time except on federal holidays. (Don't reply to this e-mail because these e-mails are sent automatically and replies won't reach a live person.)

We're excited that you've joined E-Verify and we're committed to helping your company ensure a legal workforce.

Regards,
The E-Verify Team

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**NOTICE OF CANCELLATION ENDORSEMENT
S2244-PRFEO (12/01)**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

It is hereby understood and agreed that the following is added to **SECTION VII. GENERAL CONDITIONS, ITEM G.**

Also, if the Insurer cancels this Policy, written notice by registered, certified, or other first-class mail of such cancellation will be provided to the following at least ten (10) days prior to the effective date of such cancellation if the cancellation is due to nonpayment of premium and thirty (30) days prior to the effective date of such cancellation if the cancellation is for other reasons:

City Of Mobile
205 Government Street
PO Box 1827
Mobile, Alabama 36633

Endorsement No. 8

This endorsement, effective 10/23/2025 at 12:01a.m.
forms a part of Policy number ENN611437
issued to AG Witt, LLC



Authorized Representative



BUSINESS LICENSE & TAX APPLICATION

Application Checklist

Before completing/submitting this application

- If you have purchased or are purchasing an existing business - **ALL** license renewals and/or taxes on that account must be paid in **FULL** either by previous owner or yourself before a license will be issued to you (Alabama State Law)
- If you are going to apply for a legal business name and/or structure, register your business name and structure on the Alabama Secretary of State Website. **Note** - there are two (2) required parts to the process

For more information visit ... <https://www.sos.alabama.gov/>

- If you are going to apply for a Federal Employer Identification Number (FEIN), register your business on the Internal Revenue Service (IRS) website. **Note** - for any business structure, other than Sole Proprietorship, a FEIN is required.

For more information visit ... <https://www.irs.gov/>

- If you are going to apply for a State of Alabama Revenue tax number, register your business on the State of Alabama Revenue website. **Note** - there could be multiple tax codes which apply to your company

For more information visit ... <https://www.revenue.alabama.gov/>

Required Documentation ... **CHECKED boxes are REQUIRED**

- ☒ Completed License/Tax Application
- ☒ Drivers License -- for each Owner/Officer listed on application (copy must be legible)
- ☒ Detailed Explanation of Business Activity
- ☒ Completed Citizenship Form .. Form A - US Citizens Form B - Non-US Citizens
- ☐ Zoning Approval Certificate (city limits only) Visit ... <https://www.buildmobile.org/zoning-clearance-request/>
- ☐ Business Structure (LLC, Corporation, etc.) Articles from Secretary of State

ALL stamped pages of the Articles included (*any amendments must be provided also*)

- ☐ Federal Employer Identification Number (FEIN) Letter from IRS
- ☐ State of Alabama Revenue Tax ID Letter
- ☐ Lease/Rental Agreement (**required - all leased properties**)
- ☐ Fire Inspection Report (**required - all commercial buildings/offices located inside the City Limits**)

Contact - Community Risk Reduction Division - Mobile Fire & Rescue @ 251.208.7484

- ☐ Mobile County Health Department (MCHD) Inspection Report - **contact 251.690.8158**
- ☐ State of AL Certifications and/or Licenses
 - ☐
 - ☐
- ☐ Surety Bond Cover Letter - **contact Permitting Department @ 251.208.7603 or Permitting@cityofmobile.org**
- ☐ Background Check - **contact Mobile Police Department Records @ 251.208.1991**
- ☐ Environmental Approval Letter - **contact Ryne Smith @ 251.208.7529 or Ryne.Smith@cityofmobile.org**
- ☐ Approval Letter for Convenience and Necessity - **contact City of Mobile City Clerk Office @ 251.208.7411**

The City of Mobile Revenue Department reserves the right to request required additional documentation and/or information from the applicant



BUSINESS LICENSE & TAX APPLICATION

Application Instructions

Read the following information concerning the completion of this application ...

- Complete all the areas of the application except for shaded area at the top of application. If it does not apply to your business, enter N/A
- Application should be typed or printed legibly
- Application should be dated and signed by an Owner, Officer or Partner of the business
- Documentation submitted must be legible or otherwise will need to be resubmitted
- It is the applicant's responsibly to submit documentation and respond to any further questions by the Revenue Department in a timely matter
- The application will initiate the process for registering your business with the municipality
- For physical location on the application - List the business actual physical location from which they are operating from
- Completed application and documentation can be submitted by the following methods ...
 - **Email** - Revenue@cityofmobile.org or back to the person who contacted you
 - **Fax** - 251.208.7954 ● **In Person** - 205 Government Street, 2nd Floor South Tower
 - **USPS Mail** - City of Mobile Revenue Department, PO Box 3065, Mobile AL 36652-3065
- With your license paperwork, you will receive (if applicable) a 60 Day Affidavit. This completed affidavit must be returned to the Revenue office within 10 days after the end of the 60 day period. This will be used to estimate your annual gross for the amount due for the first years license. You will receive an invoice for any amount due less the initial license amount paid.
- Failure to return the required 60 Day Affidavit will result in the following ...
 - Permanent business license will not be issued (the temporary license does have an expiration date)
 - You will be considered to be operating without a business license and subject to further penalty, interest and/or issuance of a Municipal Offense Ticket (MOT) and will have to appear in court

All license renewals are due January 1st of each year and delinquent after January 31st with the exception of the Insurance Licenses - Delinquent after March 1st



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Barry Glisson, Interim Chief - Fire
Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor Sprio N. Cheriogotis

Purpose and Scope of Project:

One-year contract, renewable for two additional one-year periods, with C4 Capital LLC for EMS consulting services for MFRD.

Amount of Contract:

NTE \$102,000.00 per year

Funding Source

General fund.6120.6120.42200

ATTACHMENTS:

1. 2025 BLS Carter Agenda Package

REVIEWERS:

Donald Rose
Lee Moons
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 12 November 2025 Item No. _____
Date

Submitted by: MFRD Chief Barry Glission
Department Department Head

Sponsored by: Mayor Cheriogotis _____
Name Title

Reviewed by: Curtis Graves _____
Executive Director

Routing Authorized: Brandi Montgomery _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with C4 Capital LLC

PURPOSE & SCOPE OF PROJECT:

One-year contract, renewable for two additional one-year periods, with C4 Capital LLC for EMS
consulting services for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE \$102,000.00 per year

FUNDING SOURCE:

Budget Item: 6120.6120.42200 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and C4 Capital LLC, doing business as C4 Builds, for one year, renewable for two additional one-year periods without further approval required by Council, in an amount not to exceed \$102,000.00 per year, as appropriated funds are available, for professional consulting services, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the last date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and C4 Capital LLC, an Alabama, limited liability company, doing business as C4 Builds, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in Commercial Basic Life Support Consulting and Program Management Services; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are to provide:

Commercial ambulance basic life support consulting and program management services for the Mobile Fire Rescue Department as described in **Exhibit A**, BLS Management Scope of Service.

- B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession.

- C. The Contractor shall report to Chief, Mobile Fire Rescue Department, who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

- A. This Contract shall commence immediately upon the last date of execution, by and between the Parties. This contract shall continue for a period of one (1) year, renewable for two (2) additional one-year periods, subject to the availability of funding.

III. COMPENSATION

- A. The City agrees to pay the Contractor \$8,500.00 per month (or fraction thereof) at the end of every month (or fraction thereof). The City may elect alternatively, in lieu of the monthly rate, or additionally, for additional services tasked in writing and rendered by the Contractor, pay the Contractor at an hourly rate of \$150.00 per hour. The City will determine at the beginning of every month if the hourly rate will apply in lieu of the monthly rate for that month. The total amount of compensation due to Contractor for services provided under this contract will not exceed \$102,000.00 per year.

IV. METHOD OF PAYMENT

- A. The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Contract.
- B. The Contractor shall submit invoices for payment to the City for those specific services provided.
- C. The Contractor's invoices shall be in a form satisfactory to the City, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.
- D. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- E. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

- F. Payments shall be made via direct deposit to a banking institution as shall be designated by the Contractor.

V. ADDITIONAL SERVICES

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

VI. LIABILITY OF CONTRACTOR

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

or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

VII. CONTRACTOR'S INSURANCE.

- A. For the term of this contract, Contractor shall procure and maintain insurance as specified in **Exhibit B**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

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

X. OBLIGATIONS OF CITY

- A. City shall designate a City representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of

the Services.

- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

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

XII. DISPUTE RESOLUTION

- A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is the Chief, Mobile Fire Rescue Department, or the Chief's designated representative.
- B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Chief Barry Glisson
As: City's Authorized Agent
701 St. Francis St
Mobile AL 36602

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
C4 Capital LLC, dba C4 Builds
c/o Jeff Carter
As: Contractor's Authorized Agent
2112 Apple Cross Dr W
Mobile AL 36695

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

XIV. DEFAULT/ BREACH.

- A. Default.** Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage, 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

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

XVI. WITHHOLDING PAYMENT DUE

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

XVII. CURE PLAN

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

XVIII. ANTI-BOYCOTT

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

XIX. NON-DISCRIMINATION

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

XX. COMPLIANCE WITH IMMIGRATION LAW

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

XXI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- M. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- N. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- P. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any

subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

- Q. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- R. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- S. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.
- T. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- U. The Contractor shall maintain a valid Alabama Driver's License and report any traffic incidents or violations to his/her supervisor.
- V. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

XXII. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

**CONTRACTOR, C4 Capital
LLC, dba C4 Builds**

By: 

Jeff Carter

Owner

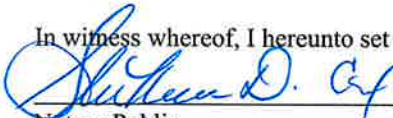
Date: 11/5/25

State of Alabama}

County of Mobile}

I, the undersigned Notary Public, in and for said county and state, hereby certify that Jeff Carter, whose name as Owner of C4 Capital LLC, a limited liability company, dba C4 Builds, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such owner and with full authority, executed the same voluntarily for and as the act of said limited liability corporation.

In witness whereof, I hereunto set my hand and official seal on this 5th day of November, 2025



Notary Public

Print Shakeena D. Cox

My commission expires: 8/10/2027

(Seal)



By: _____

Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

City Clerk

Exhibit A Scope of Service
 B Evidence of Insurance

EXHIBIT A

BLS Management Scope of Service

Commercial ambulance basic life support consulting and program management services for the Mobile Fire Rescue Department

1. Initial deployment expectation: Contractor shall review, monitor, and validate that the vendor's deployment model is capable of meeting and sustaining required service demand, including monthly response-time compliance, and that the proposed staffing model is adequate. Contractor shall identify and recommend any modifications necessary to ensure a successful implementation.
2. Performance:
 - a. Contractor shall maintain complete records of compliance and non-compliance, including exemption requests, validated exemptions, and recommendations for improvement. Contractor shall prepare a monthly summary identifying deficiencies and proposed corrective actions to be taken and shall distribute the summary by email to the Vendor and MFRD.
 - b. Contractor shall prepare annual reports summarizing overall compliance, exceptions, assessed liquidated damages (if applicable), and any required briefing materials for MFRD.
3. Meetings: Maintain open communications with all parties involved, facilitate quarterly meetings between MFRD and Vendor. Have some availability to meet upon adequate notification or be available for conference call on occasion.
4. Handling complaints: Contractor shall notify MFRD *immediately* upon receipt of any service-related complaint and shall maintain a comprehensive log of all complaints. Contractor shall provide assistance or guidance, as requested, in resolving service-related or patient-related complaints, with the objective of identifying corrective measures to prevent recurrence.
5. Overall Expectations:
 - a. In order for this to be successful, all parties involved will have to maintain open communication and work together on an overall resolution of issues that may arise that are not simple to address.
 - b. To be available and actively work as a team member in ensuring the overall goal is being achieved and that each party meets their obligations.

EXHIBIT B

Insurance documentation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2025

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
INSURED C4 Capital LLC DBA C4 Builds 2112 Applecross Dr W Mobile, AL 36695		

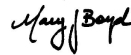
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		P105.589.331.1	10/15/2025	10/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE \$
	☐ 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 ☐ N / A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P105.589.343.1	10/15/2025	10/15/2026	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile 205 Government St Mobile, AL 36602	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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Alabama Secretary of State



C4 Capital LLC	
Entity ID Number	001-140-533
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	06/12/2024
Registered Agent Name	Northwest Registered Agent Service, Inc.
Registered Office Street Address	212 W. Troy St. STE B Dothan, AL 36303
Registered Office Mailing Address	212 W. Troy St. STE B Dothan, AL 36303
Nature of Business	
Organizers	
Organizer Name	Northwest Registered Agent Service, Inc.
Organizer Street Address	212 W. Troy St. STE B Dothan, AL 36303
Organizer Mailing Address	212 W. Troy St. STE B Dothan, AL 36303
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/12/2024 Certificate of Formation 4 pgs.

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Service Contract with Diversified Maintenance-RWS, LLC for janitorial service at the National Maritime Museum of the Gulf

Amount of Contract:

\$142,536.00

Funding Source

10044020-42140

ATTACHMENTS:

1. SC-025-25 for CivicPlus routing

REVIEWERS:

Katie Cassil
Carleen Stout
Donna Bryars
Cherlina Monteiro
James Barber

RESOLUTION

2025

Sponsored by:

Mayor Spiro N. Cheriogotis and Council Member Samantha Ingram

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company: DIVERSIFIED MAINTENANCE – RWS, LLC

Project Name: SERVICE CONTRACT – NATIONAL MARITIME
MUSEUM OF THE GULF – JANITORIAL SERVICE (3
YEARS)

Project Number: SC-025-25

Amount:	\$ 46,884.00	FIRST YEAR
	\$ 47,352.00	SECOND YEAR
	+ \$ 48,300.00	THIRD YEAR
	<u>\$142,536.00</u>	<u>TOTAL CONTRACT</u>

Adopted:

City Clerk

**AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**

BETWEEN the Owner:

**CITY OF MOBILE
205 Government Street
Post Office Box 1827
Mobile, Alabama 36633**

And the Contractor:

**Diversified Maintenance – RWS, LLC
331 First Avenue North
Birmingham, Alabama 35204
Telephone: (470) 330-9539**

City Business License No.:

107184

City Vendor No.:

295035

State of Alabama Entity No.:

000-306-750

For the following Project:

**SERVICE CONTRACT – NATIONAL MARITIME
MUSEUM OF THE GULF - JANITORIAL SERVICE**

**NATIONAL MARITIME MUSEUM OF THE GULF
155 SOUTH WATER STREET
MOBILE, ALABAMA 36602**

PROJECT NUMBER:

SC-025-25



AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Diversified Maintenance – RWS, LLC, hereinafter referred to as "Contractor."

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

WHEREAS, the City issued bid package No. SC-025-25 on September 10, 2025; and

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

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

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

1.0 CONTRACTOR'S SERVICE

- 1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance for the National Maritime Museum of the Gulf – Janitorial Service (the "Project"), in accordance with the Scope of Work made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

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

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- 3.1** The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$142,536.00 for the entire Project in accordance with **Exhibit B** attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's REAM Deputy Director of Planning and Administration, Chad Holm.
- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- 3.3** The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

- 4.1** The City shall pay the Contractor through payment issued by City within thirty (30) calendar days of receipt of the Contractor's invoice and written approval of same by the City's REAM Deputy Director of Planning and Administration indicating that services have been rendered in conformity with this Contract.
- 4.2** The Contractor shall submit invoices for payment to the City monthly for those specific services provided pursuant to **Exhibit B**, Bid Form/ fee schedule, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the REAM Deputy Director of Planning and Administration who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

5.2 If the City's REAM Deputy Director of Planning and Administration requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the negligent acts or omissions of Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to negligent performance of the work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other negligent act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law. except to the extent of, The contractor agrees it is not a design professional within the meaning of § 41- 9A-3, Ala. Code (1975). The City shall provide Contractor with prompt, timely notice of any claims that are subject to indemnification. If requested by Contractor, the City agrees to promptly provide Contractor with all information, records, statements, photographs, videos, or other documents reasonably necessary to defend any claims subject to this indemnity.

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

7.0 CONTRACTORS INSURANCE

- 7.1** Contractor shall procure and maintain insurance as specified in **Exhibit C**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

- 8.1** The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- 8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- 8.4** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- 8.7** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places,

be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

- 9.1** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

10.0 FORCE MAJEURE

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

11.0 OBLIGATIONS OF THE CITY

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

12.0 TERMINATION

- 12.1** The City shall have the right at any time upon thirty (30) calendar day's written notice

to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

- 12.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 12.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- 12.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 12.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- 12.6** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the invoice's approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- 12.7** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure and Contractor's failure to do so, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

13.0 DISPUTE RESOLUTION

- 13.1** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the

parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

- 13.2** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 13.3** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- 13.4** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- 13.5** This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- 13.6** Unless otherwise agreed in writing or terminated as permitted herein, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

14.0 CONTRACTOR WARRANTY

- 14.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 14.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- 14.3** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- 14.4** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement,

health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon the City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within five (5) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

15.0 SUSPENSION/STOP WORK ORDER

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

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or
3. Terminate the Contract in accordance with provisions contained in Section 13.1.

15.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Real Estate Asset Management Director Carleen Stout-Clark or the Director's designated representative, Deputy Director of Planning and Administration Chad Holm.

16.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile Building Services
c/o: Chad Holm
City's Authorized Agent
P.O Box 1827
Mobile AL 36633-1827

CONTRACTOR:
Diversified Maintenance-RWS, LLC
c/o Keith McAlpin, President
Contractor's Authorized Agent
331 First Avenue North
Birmingham AL 35204

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

17.0 DEFAULT/ BREACH

- 17.1** Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

18.0 EFFECT OF DEFAULT

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

19.0 WITHHOLDING PAYMENT DUE

- 19.1** City may withhold any and all sums due as needed to offset damages caused by a default or breach by Contractor of any provision of this agreement.

20.0 CURE PLAN

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

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

22.0 PEER REVIEW/VALUE ENGINEERING

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

23.0 ANTI-BOYCOTT

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

24.0 NON-DISCRIMINATION

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

25.0 COMPLIANCE WITH IMMIGRATION LAW

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

26.0 MISCELLANEOUS

- 26.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 26.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 26.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 26.5** The rights and remedies of the City provided for under this Agreement are in addition

to any other rights and remedies provided by law.

- 26.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 26.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 26.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 26.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 26.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 26.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 26.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 26.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 26.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 26.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 26.16** Counterparts. This Agreement may be executed in one or more counterparts, each of

which shall be deemed an original, but all of which together shall constitute a single agreement.

- 26.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 26.18** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 26.19** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Signature Page to Follow]

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

CITY OF MOBILE, A Municipal Corporation

OWNER: City of Mobile

Signature

Spiro N. Cheriogotis

Mayor, City of Mobile

SERVICE CONTRACTOR:

Diversified Maintenance – RWS, LLC

Danielle Woods
Signature

Danielle Woods
CFO

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF Florida
COUNTY OF Hillsborough

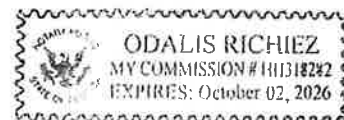
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Danielle Woods as CFO of Diversified Maintenance and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of CFO.
Sworn to and subscribed for me this 4th day of November, 2025.

Odalis Richiez

NOTARY PUBLIC

STATE OF ALABAMA AT-LARGE

My Commission Expires: 10/2/2026



END OF SECTION

SERVICE AGREEMENT
PAGE 16 OF 16

EXHIBIT A – SCOPE OF WORK
JANITORIAL SERVICE**August 13 , 2025**

Scope of Services: Provide and maintain Janitorial Services for the National Maritime Museum of the Gulf as set forth herein and as listed in Bid Form.

General:

1. Coordinate all workdays and times, facility access, and other conditions for cleaning with the Facility Manager, providing adequate advanced notice.
2. Service Contractor shall furnish experienced personnel to perform the specified work and all sufficient time to properly perform and complete all janitorial services. Service Contractor will ensure that staff is on site from 8am to 4pm Monday through Friday and 10am to 2pm on Saturdays. Cleaning shall be completed in this designated window unless prior arrangements are made with Management. Daily and specific tasks will be specified by the Facility Manager.
3. Service Contractor shall properly supervise janitorial staff to ensure that all work is performed satisfactorily in accordance with Contract requirements. The supervisor shall regularly communicate with Facility Management on continually improvements to be made.
4. Service Contractor employees should be neat in appearance and wear or have proper identification on their persons. Service Contractor employees shall be required to wear company uniforms with shirts tucked in, and non-slip, closed toe shoes. Employees shall not use telephones, radios, televisions, or any other electrical devices while on duty.
5. Service Contractor employees shall use all means necessary to protect floors, walls, exhibits, and furnishings from damage caused by equipment and clean materials. If damage does occur during work, the Service Contractor shall immediately notify the Facility Manager and have all repairs or replacements made at no cost to the Owner.
6. Whenever chemicals or cleaning solutions are required, apply in the concentration and quantity as recommended by the manufacturer in accordance with all applicable codes. All areas shall be properly and thoroughly prepared to receive chemical and cleaning solutions. Service Contractor must provide updated Safety Data Sheets (SDS- former referred as Material Safety Data Sheets) for all chemicals and cleaning products used at site.
7. Invoices will not be approved for payment if one or more areas are not adequately cleaned in accordance with the Contract requirements. For areas not in compliance with the Contract Standards, the Service Contractor shall provide additional cleaning as required by Facility Manager.
8. Provide Janitorial Services in a careful manner with all necessary consideration for

employees on site, facility neighbors, and the public. Avoid interference or extended conversation with site employees and ensure clear passage to and from adjacent Buildings and facilities is maintained.

9. All cleaning solutions shall be furnished by the Owner and it shall be the Service Contractors responsibility to monitor inventory levels and communicate with site personnel in a timely manner when supplies are low. All consumable supplies including trash bags, hand soap, bathroom tissue, etc. will be provided by the Owner. It is the Service Contractors responsibility to provide materials, tools, and equipment necessary to perform the service. This includes mops, mop head, brooms, dust pans, towels, wipes, ect. Storage of items will be provided, and the area must be kept clear, orderly, and free from all non-cleaning related items and trash. Access to site laundry equipment will be permitted for any upkeep and maintenance of any cleaning equipment like towels or mop heads.
10. Prior to beginning work, Service Contractor shall provide the Facility Manager with a list of all Service Contractor personnel assigned to the Museum. An updated list shall be provided when there are any changes in personnel assigned to this facility.
11. Cleaning of exhibits is specifically excluded from this contract. When working around or adjacent to exhibits, Service Contractor personnel shall use extreme caution to avoid damage.

Services Schedule:

A. Daily:

1. Trash Service: Empty Waste Baskets/Trash Can; remove and dispose of all trash in waste receptacles, replace liners as appropriate, and place all trash removed in the designated trash receptacle on site. All areas that may have discarded food waste shall be emptied at the end of every shift and replaced with a new liner.
2. Clean Floors: Sweep, mop, and vacuum as appropriate. Stairwells, lobbies, breakrooms, elevators, and all areas should be included. Thoroughly clean and sanitize all spills or accidents as needed.
3. Clean and Sanitize Restrooms: Clean and disinfect all fixtures including, toilets, urinals, sinks, flat surfaces, mirrors, container, walls, grab bars, stalls, etc. Sweep, mop, and sanitize floors, leaving no standing water. Refill all dispensers to normal limits including paper towels, soap, tissue, towels, liners, etc.
4. Clean and Sanitize Drinking Fountains: Clean fixture exterior surfaces with disinfectant and wipe all surfaces free of water spots.
5. Interior Glass Cleaning: Use industry recognized standard window cleaning solutions to clean interior glass on all rotunda and Administrative Office doors, partitions, windows, sidelights, glass cases, etc.
6. 3rd Floor Breakroom and Student Lunchroom: Clean and disinfect fixtures,

counters, tables, chairs, glass, and sinks as needed.

7. Exterior: Daily walk around the exterior of the building to pick up trash from the parking lot, exterior of the building, and empty the garbage cans.

B. Monthly:

1. Dust all horizontal surfaces, including furniture, shelves, picture frames, outlets, baseboards, molding, kickplates, switches, door handles, edges, etc.; remove cobwebs from HVAC vents and returns.
2. Wipe down hard surfaces to remove fingerprints, spots, dirt, etc. From furniture, doors, frames, etc. with a clean damp cloth and cleanser standardized in the industry. No streaks or stains shall remain.
3. Vacuum or polish furniture as the material requires.
4. Buff the terrazzo flooring.

C. Quarterly:

1. Spot clean, pretreat, and shampoo carpet located in 2nd and 3rd floor event rooms with a low moisture foam system. Deodorize with industry recognized chemical agents to control odors. Vacuum before shampooing and the day after.
2. Scrub and sanitize all ceramic floors located in all restrooms. Be sure to leave no standing water or residue.
3. Top scrub, strip, refinish, and machine polished with two coats of wax all Vinyl Composition Tile. Appropriate sealer shall be used on all concrete floors.

D. Semi-Annual:

1. Spot clean, pretreat, and shampoo carpet throughout the rest of the Museum following the same procedures detailed above.

E. Annual:

1. Terrazzo-Clean and restore to include stripping and applying four coats of finish. Product and equipment to be supplied by the Service Contractor.

Product	Quantity
3M Easy Shine Applicator Kit	1 per case
Scotchgard Floor Protector Application Pad: Blue, 18 inch	2 per bag, 5 bags per case
Scotchgard Stone Floor Protector	1 Gallon Bag, 2 per case (4 cases will cover 4,000 sq ft.)
3M Tan Burnish Pad 3400: 20 inch	5 per case (2 cases are needed to burnish the floor after application of Stone Floor Protector)

Scotch-Brite Purple Diamond Floor Pad Plus: 20 inch	5 per case (Need 2 cases to polish terrazzo floor)
The products listed within are provided as a basis to establish a level of quality. Equal product will be considered only if a written request for substitution is received and approved by the City of Mobile and the Facility Management at least 72 hours prior to the time and date set for receipt of bids.	

2. Clean using industry recognized standard window cleaning solutions all interior glass from ceiling to floor. It will be the Service Contractors responsibility to obtain any needed equipment or tools for glass that is beyond arms reach.

F. Additional Services: At Owner's request, additional floor cleaning may be requested during the term as referenced in the Bid Form. This is to include,

1. Terrazzo Flooring
2. Vinyl and VCT Flooring
3. Porcelain Tiles
4. Ceramic Tiles
5. Concrete Flooring (with Epoxy Coating)
6. Carpet

G. Additional Services: At Owner's request, additional staff may be requested during the term as referenced in the Bid Form. This is to include,

1. Kitchen Deep Cleaning: to include a comprehensive cleaning of all areas, equipment, and surfaces to ensure a hygienic and safe environment for food preparation and service. This includes deep cleaning of equipment like grills, ovens, fryers, degreasing surfaces, sanitizing food preparation areas, waste disposal areas, walk-in refrigerators, exhaust hoods, and floor drains.
2. Porter: handle a range of tasks, including cleaning common areas, restrooms, and lobbies, as well as performing tasks for special events which include table set up, stacking/unstacking chairs, trash removal, and responding to spills or other cleaning emergencies. Hours for such events vary from business hours to nights and weekends.

*If the bidder does not wish to provide Porter Service Pricing, please enter N/A in the Bid Form. Opting not to provide Porter Service Pricing will not be a contributing factor in the awarding of the Contract.

3. General Cleaning: additional labor to complete any of the duties detailed as routine within the Scope of Work.

END OF SECTION

FLOOR PLANS

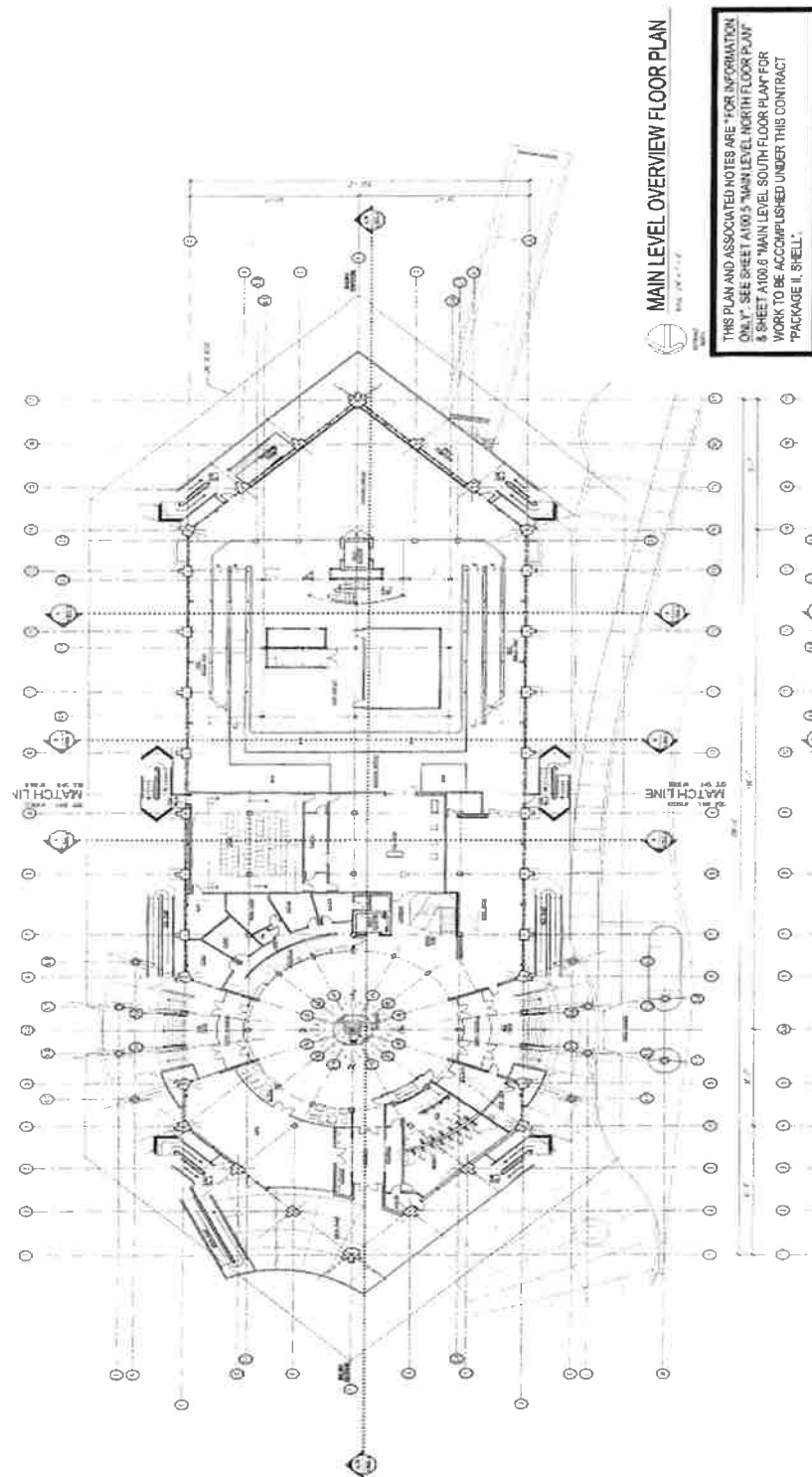


EXHIBIT A – SCOPE OF WORK
PAGE 5 OF 10

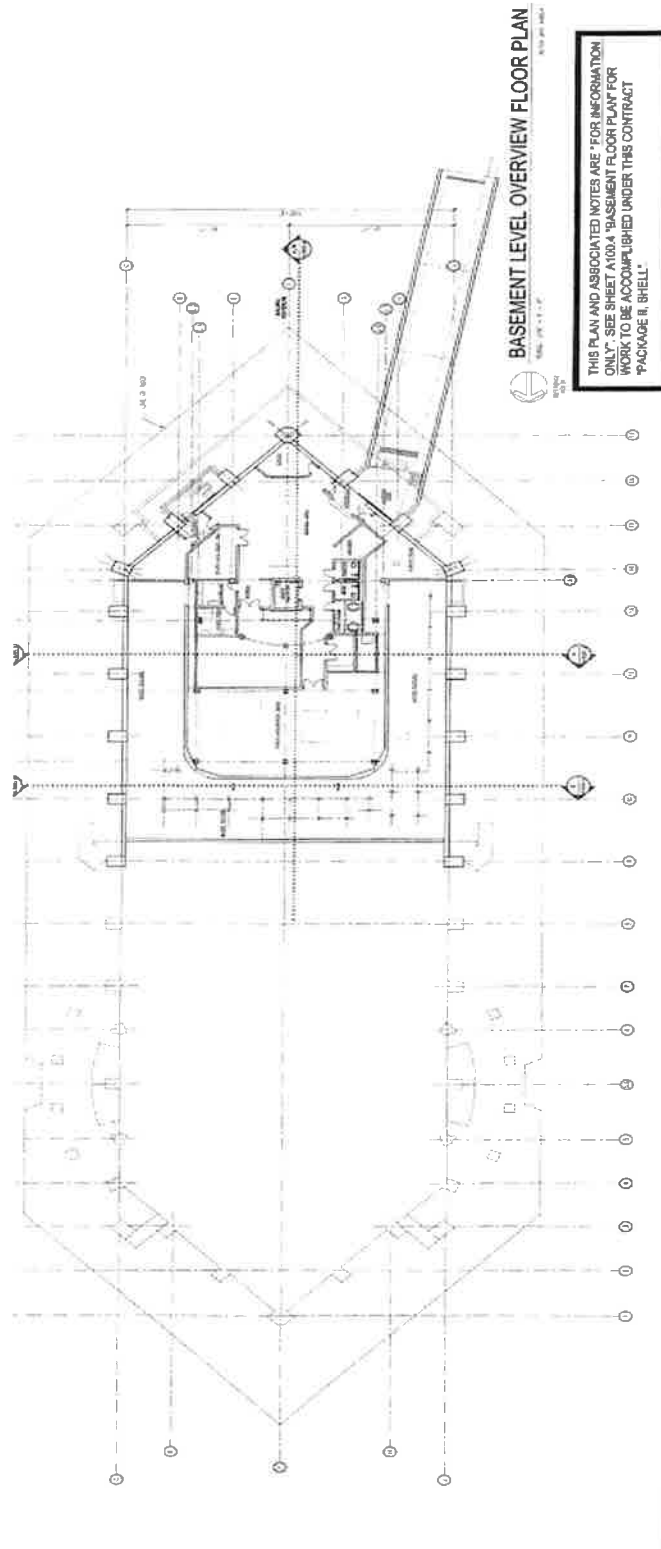


EXHIBIT A – SCOPE OF WORK
PAGE 6 OF 10

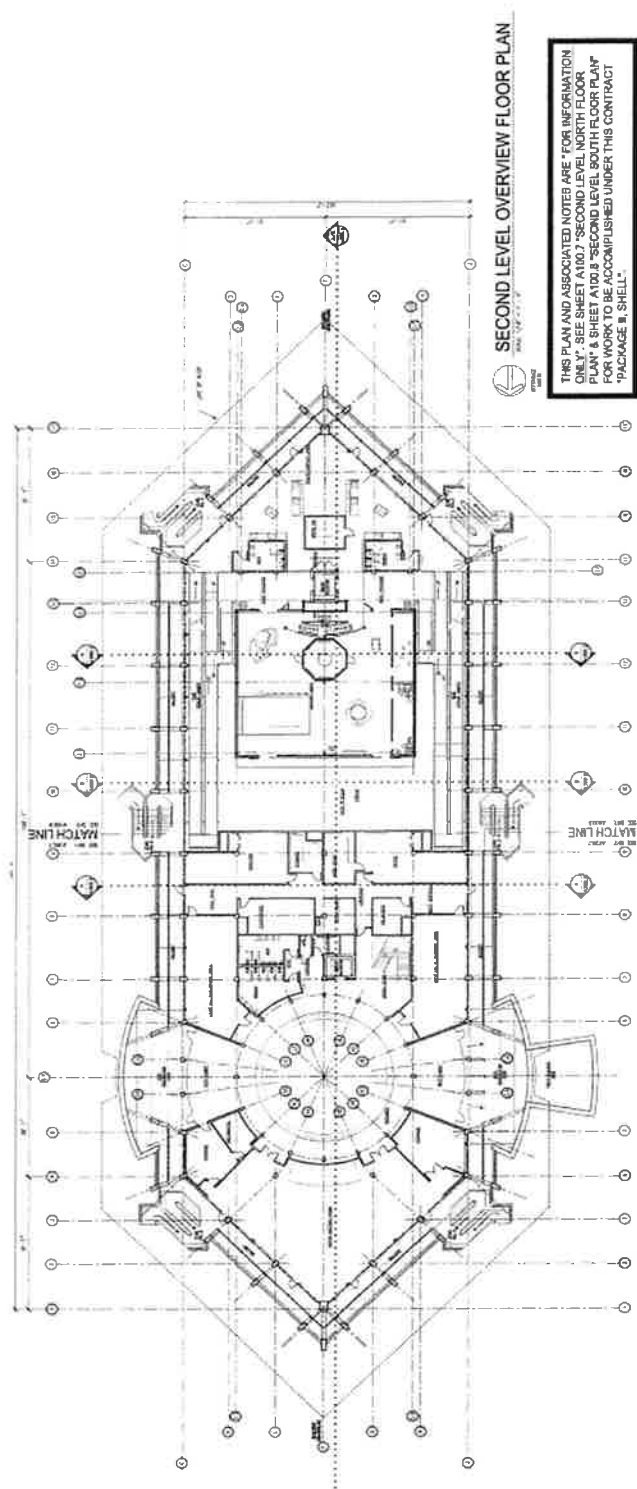
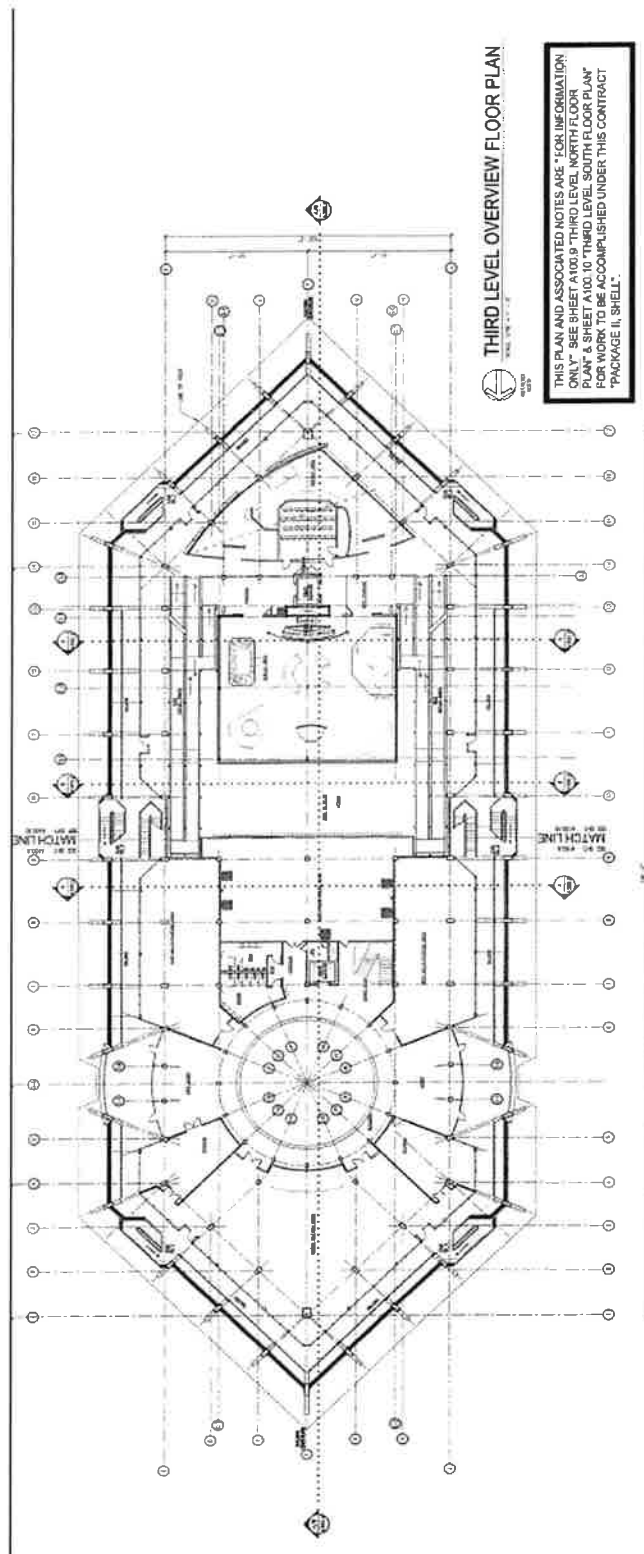


EXHIBIT A – SCOPE OF WORK
PAGE 7 OF 10

EXHIBIT A – SCOPE OF WORK
PAGE 8 OF 10

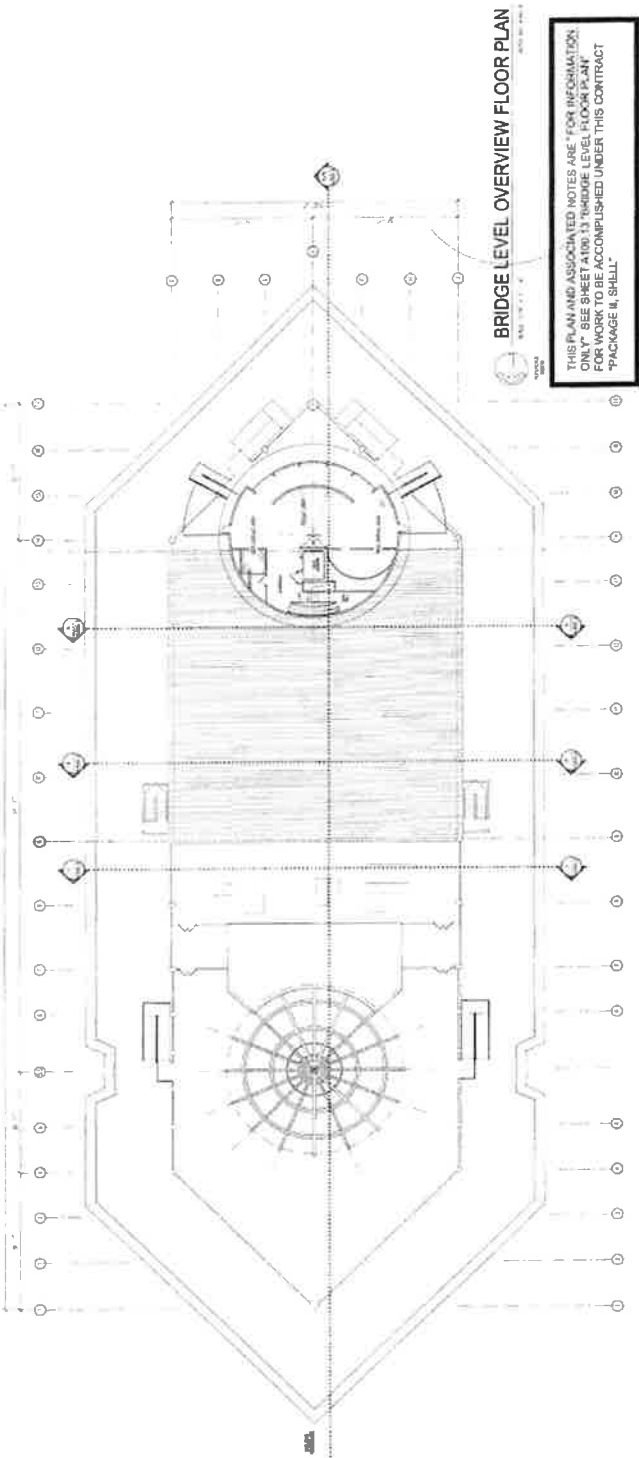
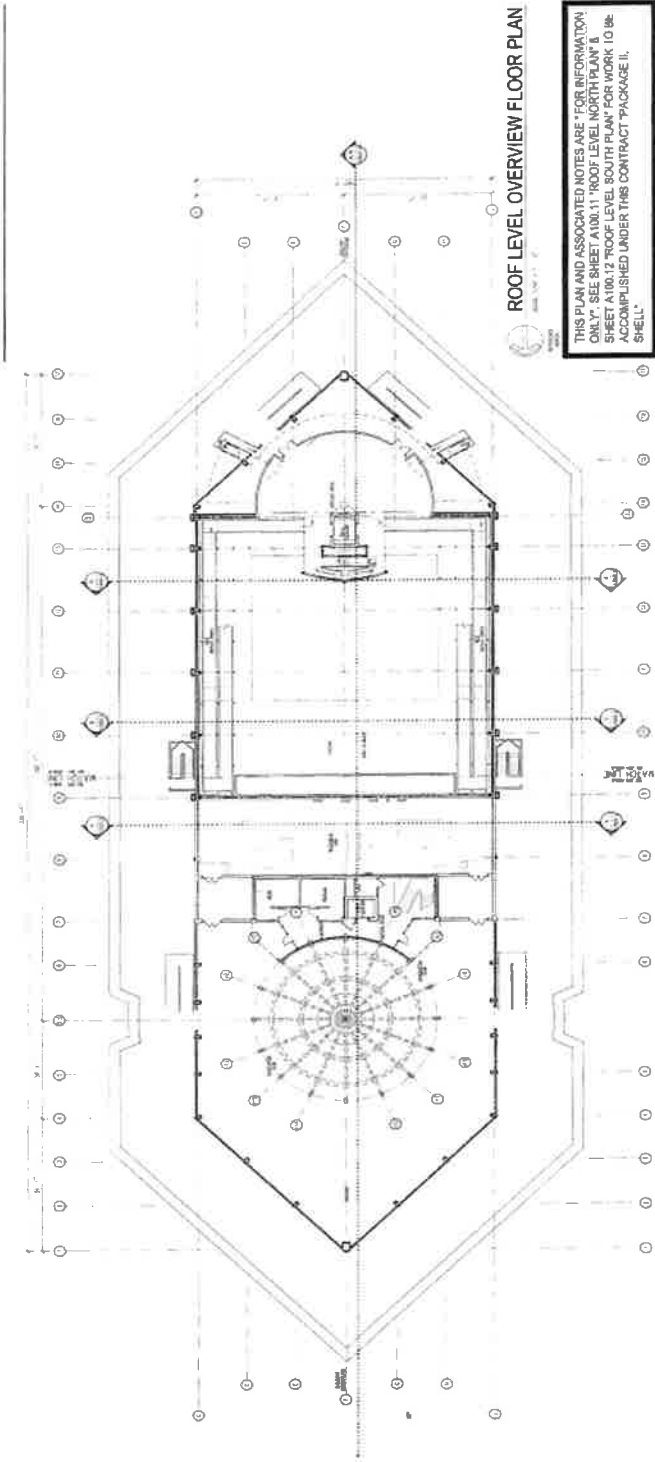


EXHIBIT A – SCOPE OF WORK
PAGE 9 OF 10



END OF SECTION

EXHIBIT B - BID FORM

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

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – NATIONAL MARITIME
MUSEUM OF THE GULF - JANITORIAL SERVICE

PROJECT LOCATION: 155 SOUTH WATER STREET, MOBILE AL, 36602

PROJECT NO.: SC-025-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated August 13, 2025; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Diversified Maintenance - RWS, LLC

ADDRESS: 331 First Avenue North; Birmingham, AL 35204 **PHONE** 470-330-9539

CITY OF MOBILE BUSINESS LICENSE NUMBER: 2408586

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

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

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

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms subject to annual appropriation and satisfactory performance. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

1. Base Bid:

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

Year 1- Initial Term: \$ 3,907.00 per month x 12= \$ 46,884.00

Year 2- 1st Additional Term \$ 3,946.00 per month x 12= \$ 47,352.00

Year 3- 2nd Additional Term \$ 4,025.00 per month x 12= \$ 48,300.00

Total Contract Bid (Year 1, 2, and 3 Yearly Totals):

\$ One hundred, forty-two thousand, five hundred thirty-six dollars
(Written in Words)

\$ 142,536.00
(Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

UNIT PRICES – The City of Mobile may also request additional units at varying service frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply:

Year 1.

Additional Service	Price Per Square Foot Area
Floor Cleaning-Terrazzo Area	\$ 0.10 / sq. ft.
VCT Flooring Area	\$ 0.30 / sq. ft.
Porcelain Tile Area	\$ 0.10 / sq. ft.
Ceramic Tile Area	\$ 0.10 / sq. ft.
Concrete Flooring (with Epoxy Coating) Area	\$ 0.09 / sq. ft.
Carpet Cleaning	\$ 0.15 / sq. ft.
Kitchen Deep Clean	\$ 15.50 / per hr.
Porter Hourly Rate	\$ 16.50 / per hr.
<u>*If the bidder does not wish to provide Porter Service Pricing, please enter N/A above. Opting not to provide Porter Service Pricing will not be a contributing factor in the awarding of the Contract.</u>	
General Cleaning Hourly Rate	\$ 15.50 / per hr.
General Cleaning Overtime Hourly Rate (5pm-8am Mon-Fri, Sat & Sun)	\$ 22.48 / per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 27.90 / per hr.

Year 2.

Additional Service	Price Per Square Foot Area
Floor Cleaning-Terrazzo Area	\$ 0.10 / sq. ft.
VCT Flooring Area	\$ 0.30 / sq. ft.
Porcelain Tile Area	\$ 0.10 / sq. ft.
Ceramic Tile Area	\$ 0.10 / sq. ft.

Concrete Flooring (with Epoxy Coating) Area	\$ 0.09 / sq. ft.
Carpet Cleaning	\$ 0.15 / sq. ft.
Kitchen Deep Clean	\$ 15.50 / per hr.
Porter Hourly Rate	\$ 16.50 / per hr.
<u>*If the bidder does not wish to provide Porter Service Pricing, please enter N/A above. Opting not to provide Porter Service Pricing will not be a contributing factor in the awarding of the Contract.</u>	
General Cleaning Hourly Rate	\$ 15.50 / per hr.
General Cleaning Overtime Hourly Rate (5pm-8am Mon-Fri, Sat & Sun)	\$ 22.48 / per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 27.90 / per hr.

Year 3.

Additional Service	Price Per Square Foot Area
Floor Cleaning-Terrazzo Area	\$ 0.10 / sq. ft.
VCT Flooring Area	\$ 0.30 / sq. ft.
Porcelain Tile Area	\$ 0.10 / sq. ft.
Ceramic Tile Area	\$ 0.10 / sq. ft.
Concrete Flooring (with Epoxy Coating) Area	\$ 0.09 / sq. ft.
Carpet Cleaning	\$ 0.15 / sq. ft.
Kitchen Deep Clean	\$ 15.50 / per hr.
Porter Hourly Rate	\$ 16.50 / per hr.
<u>*If the bidder does not wish to provide Porter Service Pricing, please enter N/A above. Opting not to provide Porter Service Pricing will not be a contributing factor in the awarding of the Contract.</u>	
General Cleaning Hourly Rate	\$ 15.50 / per hr.
General Cleaning Overtime Hourly Rate (5pm-8am Mon-Fri, Sat & Sun)	\$ 22.48 / per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 27.90 / per hr.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents. The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement and all pricing shall be fixed and firm for each term.

2. BID INCLUDES:

Addendum Number 1, Dated August 29, 2025

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State, and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: Biloxi Public School District
 Company Address: 160 St. Peter Street; Biloxi, MS 39530
 Telephone: 228-297-5114 Email: shane.switzer@biloxischool.net
 Date(s): Providing janitorial service since 2005

B. Reference #2:

Company Name: The University of Alabama Health Services
 Company Address: 2000 6th Avenue South; Birmingham, AL 35201
 Telephone: 205-801-8221 Email: wbryars@uabmc.edu
 Date(s): Providing janitorial service since 2009

C. Reference #3:

Company Name: Retirement Systems of Alabama
 Company Address: 201 South Union Street; Montgomery, AL 36104
 Telephone: 334-517-7200 Email: R.J.Caldwell@rsa-al.gov
 Date(s): Providing janitorial service since 1997

6. Questions: to be answered by all vendors (regardless of whether intending to claim a preference).

1) Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above in Bid Instructions for Preferences.

Yes, we are a local business and a resident responsible bidder with a janitorial office at the following address: 720 Lakeside Drive; Mobile, AL 36693

2) If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.

3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out the name. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Diversified Maintenance - RWS, LLC

(Typed)

BY:



(Signature of Company Officer)

COMPANY OFFICER: Mark Rokos

(Typed)

TITLE VP Client Relations

(Typed)

DATE September 4, 2025

Sworn to and subscribed before me this 4 day of 2025 ^{SEPTEMBER}


Notary Public



END OF SECTION

SUBCONTRACTING & MAJOR SUPPLIER PLAN

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

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

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

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

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

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

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



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan**Section I. Information about your company**

Company	Diversified Maintenance - RWS, LLC
Address	331 First Avenue North Birmingham, AL 35204
Telephone	470-330-9539
E-Mail	pgraves@diversifiedm.com

RFP/RFQ Solicitation Number	SC-025-25
Project Description	Service Contract - National Maritime Museum of the Gulf - Janitorial Service
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>1237</u> Female <u>1670</u> Minority <u>2185</u> Non-minority <u>722</u> SDVO <u>We no not track</u> Total #of Employees <u>2907</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Mark Rokos

Signature:  Date: 9-4-25Title: VP Client Relations

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

Name: Mark Rokos Title: VP Client RelationsEmail: mrokos@diversifiedm.com Phone: 630-895-0678

Page 2 of 5
Subcontractor/Supplier Plan



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Diversified Maintenance - RWS, LLC Your Bid/Proposal Amount \$ \$ 142,536.00 Date: _____
9 / 4 / 2025 Description Service Contract - National Maritime Museum of the Gulf - Janitorial Services
 Name of Bidder/Proposer: Diversified Maintenance - RWS, LLC

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Environmental Service Systmes, LLC	704-527- 4099	Janitorial Service	21,380.40	15%	Yes	



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Diversified Maintenance - RWS, LLC

Contact Person: Mark Rokos Phone 630-895-0678 Email mrokos@diversifiedm.com

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

END OF SECTION



Alabama Secretary of State



Diversified Maintenance-RWS, LLC	
Entity ID Number	000-306-759
Entity Type	Foreign Limited Liability Company
Principal Address	5110 Eisenhower Blvd., Suite 250 Tampa, FL 33634
Principal Mailing Address	5110 Eisenhower Blvd., Suite 250 Tampa, FL 33634
Status	Exists
Place of Formation	Delaware
Formation Date	03/10/2014
Qualify Date	04/09/2014
Registered Agent Name	INCorp SERVICES, INC.
Registered Office Street Address	4037 US HWY 231, SUITE A WETUMPKA, AL 36093
Registered Office Mailing Address	4037 US HWY 231, SUITE A WETUMPKA, AL 36093
Nature of Business	
Doing Business in AL Since	03/19/2014
Annual Reports	
Report Year	2015 2017 2019 2020 2021 2022 2023
Transactions	
Transaction Date	07/30/2015
Legal Name Changed From	Rite Way Service, LLC
Transaction Date	04/23/2024
Agent Mailing Address Changed From	C T Corporation System 2 North Jackson Street, Suite 605 Montgomery, AL 36104
Transaction Date	04/23/2024
Registered Agent Changed From	C T Corporation System 2 North Jackson Street, Suite 605 Montgomery, AL 36104
Scanned Documents	
Purchase Document Copies	

Diversified Maintenance-RWS, LLC		
Document Date / Type / Pages	04/09/2014	Certificate of Formation 2 pgs.
Document Date / Type / Pages	07/30/2015	Articles of Amendment 3 pgs.
Document Date / Type / Pages	04/23/2024	Registered Agent Change 2 pgs.

New Search



Company ID Number: 1699365

its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
Diversified Maintenance Systems, LLC	
Name (Please Type or Print) Jon T Bruce	Title
Signature Electronically Signed	Date 06/02/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/02/2021



Company ID Number: 1699365

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Diversified Maintenance Systems, LLC
Company Facility Address	6297 W Linebaugh Ave Tampa, FL 33625
Company Alternate Address	
County or Parish	HILLSBOROUGH
Employer Identification Number	271978784
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	1 site(s)



Company ID Number: 1699365

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



Company ID Number: 1699365

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

Name	Jon T Bruce
Phone Number	2052264044
Fax	
Email	tbruce@diversifiedm.com

EXHIBIT C: INSURANCE STANDARD SERVICE CONTRACT

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

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

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

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

AUTOMOBILE LIABILITY:

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

PROFESSIONAL LIABILITY INSURANCE:

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

COMMERCIAL UMBRELLA LIABILITY:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (*if required*) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$2,000,000 per line of coverage.

CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

ADDITIONAL INSURED

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

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

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

INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

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

CANCELLATION

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

WAIVER OF SUBROGATION

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2025

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
Edgewood Partners Insurance Center (EPIC)
2720 3rd Avenue South Ste 100
Birmingham AL 35233

CONTACT
NAME: Alex Ransburgh
PHONE (A/C, No, Ext): 205-581-3331
E-MAIL ADDRESS: alex.ransburgh@epicbrokers.com

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : Federal Insurance Company	20281
INSURER D : Ironshore Specialty Insurance Company	25445
INSURER E : Evanston Insurance Company	35378
INSURER F : The Phoenix Insurance Company	25623

License#: 0B29730
DMSPARC

INSURED
DMS Parent, LLC, Diversified
Maintenance - RWS, LLC
331 1st Ave North
Birmingham AL 35204

COVERAGES**CERTIFICATE NUMBER:** 850222007**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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	P6605P018388PHX25	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	8105P0179332543G	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			CUP1T79045825NF	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A E	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 ☐	N/A	UB5P10735A2543G 60020252455600	3/1/2025 1/1/2025	3/1/2026 12/31/2025	☒ PER STATUTE ☐ 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
C D	Crime Pollution Liability			68054670 ICELLUW00162622	3/1/2025 3/1/2025	3/1/2026 3/1/2027	Client's Property Each Occ/Agg 5,000,000 1,000,000

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

General Liability and Auto Liability include blanket additional insureds (on a primary and non-contributory basis) as required by written contract; Excess/Umbrella is follow form; General Liability additional insured endorsement includes ongoing and completed operations; General Liability, Auto Liability and Workers Compensation/Employers Liability include blanket Waiver of Subrogation where required by written contract; Excess/Umbrella is follow form; All policies contain a 30 day notice of cancellation (10 for non-pay) subject to policy terms and conditions;

Crime Policy #68054670 Employee Theft Limit \$5,000,000 ; Client's Property Limit \$5,000,000

Workers Compensation Policy #60020252455600 Alabama Only; Workers Compensation Policy #UB5P10735A2543G All Other States
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

AGENCY CUSTOMER ID: DMS-PARE

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Edgewood Partners Insurance Center (EPIC)		NAMED INSURED DMS Parent, LLC, Diversified Maintenance - RWS, LLC 331 1st Ave North Birmingham AL 35204
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Project Name: SC-025-25 Service Contract - National Maritime Museum of the Gulf - Janitorial Service

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. The Work:** The term “Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor’s obligations.
- D. The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, and General Conditions and other requirements listed in the Agreement.
- F. The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s

designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor’s technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

- J.** The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.
- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
- 1) Payments shall be made monthly upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. SAFETY:

- A.** The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D.** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

- E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F.** In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A.** The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
 - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
 - 4) Claims for damages insured by usual personal injury liability coverage;
 - 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 7) Claims for bodily injury or property damage arising out of completed operations; and
 - 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.
- B.** The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.
- 1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

- | | |
|---------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury | \$1,000,000 combined single
limit and Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|-------------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury and | \$1,000,000 combined single
limit Property Damage |

4) Excess/Umbrella Liability:

a) \$2,000,000 combined single limit of liability for each occurrence for bodily injury and/or property damage.

- C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E. The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A. The Contract shall be governed by the law of the State of Alabama.
- B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- D. No action or failure to act by the Owner or Service Contractor shall constitute a

waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

- E.** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- F.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- G.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7462. Successful Bidder must have City License at the time of Bidding.
- H.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- I.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- J.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The Owner may terminate the Contract for cause if the Service Contractor

 - a. fails to perform service in a satisfactory manner; or
 - b. repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - c. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and

terminate the Contract.

- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for loss of profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum Number 1

To: Pre-Bid Conference Attendees

From: David Stultz
City of Mobile Building Services Department

Re: Service Contract – National Maritime Museum of the Gulf – Janitorial Service
Project #SC-025-25

Date: August 29, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated August 13, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

General Items:

1. The Pre-Bid Conference Attendance Roster, dated August 13, is attached and forms part of Addendum No. 1.
2. **Question: The “Instructions to Bidders” section references a required Bid Bond Form that is attached within the Project Manual. Where is this located?**

Answer: Following closer consideration this service contract will not require any Bid Bond. Any references to a required Cashier's Check or Bond produced by a licensed Surety, within the entirety of the Project Manual, can be disregarded.

END OF ADDENDUM NUMBER 1

PURPOSE	PROJECT	W	DATE
Pre-Bld Conference	SC-025-25 NMMoG - Janitorial Services	NMMoG Lobby, 155 S. Water St.	8/20/2025

[illegible]

Stultz, David

From: Maynard, Suntrease
Sent: Wednesday, August 6, 2025 5:31 PM
To: Stultz, David
Subject: Your Legal Request is Complete - We'd Love Your Feedback!

Great news, David! Geoffrey Alexander has completed your recent legal request.

We're always striving for greatness, and who better to tell us how we did than you? We'd be incredibly grateful if you'd complete a brief survey about your experience with this request. Your feedback is not only immensely valuable, it's what helps us serve you better!

Click here to start the survey: <https://wkf.ms/3U6xm1a>

Please enter the following short code when prompted: A25-0578

Thank you for taking the time to help us. We look forward to your insights!

Suntrease Williams-Maynard
Deputy City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7883 - direct line
251-208-7322 - fax
suntrease.maynard@cityofmobile.org

Request Details:

Attorney Assigned: Geoffrey Alexander

Request Type: Contract

If other:

Request Details: Project manual for Janitorial Services for the National Maritime Museum of the Gulf

Priority: Moderate

Date Entered: July 28th 2025 15:52

Proposed Due Date: August 11th 2025



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Josh Woods, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve contract with Dorsey & Dorsey Engineering, Inc. for engineering consulting services.

Amount of Contract:

\$315,000.00

Funding Source

RSF26D6

ATTACHMENTS:

1. 2026-3005-02 2026 CIP Resurfacing Council District 6 (Dorsey and Dorsey, Inc.) contract

REVIEWERS:

Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2026 CIP Resurfacing Council District 6

COM Project: 2026-3005-02

PROJECT #: RSF26D6 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Consulting Services

CONTRACT AMOUNT: \$315,000.00

VENDOR NAME: Dorsey & Dorsey Engineering, Inc.

VENDOR NUMBER: 47590

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

Non Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y **N X**; 5% of the 1st 50% ___ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Jessica White Date 10/31/2024

Revised 3/8/2022 Tiffany Hollins

2025

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Councilman Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for Engineering Consulting Services between the City of Mobile and Dorsey & Dorsey Engineering, Inc., attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

Name of Company: Dorsey & Dorsey Engineering, Inc.

Project Name: 2026 CIP Resurfacing Council District 6
COM Project # 2026-3005-02

Estimated Cost: \$315,000.00

ADOPTED:

City Clerk



**2026 CIP RESURFACING - COUNCIL
DISTRICT 6**

PROJECT NO. 2026-3005-02

**ENGINEER:
DORSEY & DORSEY ENGINEERING, INC.**

**STATE OF ALABAMA
CITY OF MOBILE**



DESIGN PROFESSIONAL SERVICES CONTRACT

This AGREEMENT made and entered into as of the date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **DORSEY & DORSEY ENGINEERING, INC.** (hereinafter called the "ENGINEER").

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

WHEREAS, **DORSEY & DORSEY ENGINEERING, INC.** is uniquely qualified in the business of professional engineering services.

WHEREAS, the City of Mobile desires to engage **DORSEY & DORSEY ENGINEERING, INC.** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform professional engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **DORSEY & DORSEY ENGINEERING, INC.**

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER as set out in Section III.

PROJECT – 2026 CIP RESURFACING - COUNCIL DISTRICT 6, City of Mobile Project No. 2026-3005-02. This CONTRACT is for engineering design and construction inspection of roadway resurfacing, intersection improvements, and associated roadway infrastructure repairs for multiple locations. (See Exhibit A for approximate locations). The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. SCOPE OF SERVICES TO BE PERFORMED

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers, and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers, or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

- A. Design Phase
- B. Pre-Bid to Pre-Construction Phase
- C. Construction Phase

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

- a. Perform a field evaluation to determine the conditional state of the described streets identified in Exhibit A. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies, and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvements that should be included to properly resurface streets.
- b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the **Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, latest Edition.**
- c. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This preparation requires the determination of project needs to achieve ADA compliance with **City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way**, to an extent that is feasible and practical.

- d. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.
- e. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners.
- f. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.
- g. Identify all permits required by federal, state, and local agencies to complete the PROJECT.
- h. Prepare a plan outlining the specifications for any necessary subsurface explorations consisting of borings, lab tests, and reports as required for design of the PROJECT.
- i. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.
- j. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.
- k. If needed, prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size, and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.
- l. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if a required plan is excluded from the project bid package.
- m. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.

- n. Ensure that the CONTRACTOR prepares and submits to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with **Part VI of the Manual on Uniform Traffic Control Devices, latest edition**. The approved plan shall be included in the construction costs for Traffic Control.
- o. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section II. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements, and repairs to associated infrastructure at the identified project shown in Exhibit A.

The plans will show all existing and proposed utilities in the project area, if utilities are being modified. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence, and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at the **60%** and **100%** stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

- (1) **60% Design Submittal** (approximately 60% completion) shall be made no later than **eight (8) weeks** after notice to proceed. 60% Map book preparation and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.
- (2) **100% Design Submittal** (Issued for Bid Package) shall be made no later than **three weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
- c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed, or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY, an “Invitation for Bids” will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. The ENGINEER shall check each Contractor to assure each is properly licensed. A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
 - d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER’s estimate of cost of the PROJECT should be indicated on this list.
 - e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
 - f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
 - g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the original bid documents, with the CONTRACTOR’s original signatures. All 5 sets shall contain original signatures and original seals. The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.

- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. QUALITY ASSURANCE

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all the personnel involved in the construction phase of the project are familiar with the provisions of the STANDARD SPECIFICATIONS.

2. COMPLIANCE WITH PLANS AND SPECIFICATIONS

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. If needed, the ENGINEER shall show on the plans any supply lines and/or grade changes for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform CONTRACTOR to coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services for this PROJECT, as required.

- c. The ENGINEER shall insure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review and verify quantities, prepare construction invoices, and certify accuracy for submittal to, approval, and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the PROJECT.

4. PROJECT OBSERVATION/INSPECTION

- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers, or agents are the sole responsibility and liability of the ENGINEER.
- b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.
- c. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications, and reports of the ENGINEER relating to the PROJECT.

- d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements. The INSPECTOR shall keep a daily report of the work accomplished each day and report weather days lost.
- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a Progress Report for the month.
- i. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- j. The INSPECTOR will note and ensure that all tickets of asphalt delivered to the site are signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the asphalt materials to be installed.
- k. The ENGINEER shall require the CONTRACTOR to check all the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- l. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

- m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

5. PROGRESS REVIEW

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly progress time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR.
- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.
- c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

6. PROJECT CLOSEOUT

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As- Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.

- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. Method and manners by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.
- c. The ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession.
- d. The ENGINEER agrees to diligently provide all materials, services, and labor for the performance of **2026 CIP RESURFACING - COUNCIL DISTRICT 6** (the "Project"), in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.
- e. The CITY ENGINEER, or his/her designated representative, shall be the City's Project Manager and shall provide specific tasking to the ENGINEER with respect to these services.

III. TERM OF AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section II services. The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

- C. The CITY and the ENGINEER each bind itself, its successors, and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

IV. COMPENSATION

- A. The City shall pay the ENGINEER for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed **\$315,000** for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Engineering Department.
- B. Notwithstanding the preceding, ENGINEER shall perform no work under this Contract until receipt of a notice to proceed. ENGINEER acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

V. METHOD OF PAYMENT AND ADDITIONAL SERVICES

- A. The City shall pay the ENGINEER through payment issued by City upon receipt of the ENGINEER's invoice and written approval of same by the City's Engineering Department indicating that services have been rendered in conformity with this Contract. Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. The Fee Disbursement Schedule attached hereto as Exhibit C, sets out the maximum amount to be disbursed for work performed under Section II, and will be based on the hourly rates in Exhibit C, unless otherwise authorized

by the CITY in its sole discretion. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

- i. It is mutually agreed that compensation to the ENGINEER will be as follows:
 1. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section II of this CONTRACT. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design. Work performed in Section II.A of this CONTRACT shall not exceed **\$165,000.00 (One Hundred Seventy-Five Thousand Dollars and Zero Cents)**.
 2. ENGINEER shall perform Pre-Bid to Pre-Construction Phase services in accordance with Section II of this CONTRACT. Payment for work performed in Section II.B of this CONTRACT shall not exceed **\$15,000.00 (Fifteen Thousand Dollars and Zero Cents)**.
 3. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See EXHIBIT E for requirements for closing the PROJECT. Payment for work performed in Section II.C of this Agreement shall not exceed **\$110,000.00 (One Hundred Ten Thousand Dollars and Zero Cents)**.
 4. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.
- B. The ENGINEER shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit C, Fee Schedule, attached hereto and incorporated herein.
- C. The ENGINEER's invoices shall be in a form satisfactory to the City's Engineering Department who shall initiate disbursements. The ENGINEER is responsible for providing all necessary documentation that may be required by the City.
- D. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the ENGINEER and the City's authorized agent.
- E. If the City's Engineering Department requires the ENGINEER to perform additional services related to this Contract, then the ENGINEER shall be entitled to additional

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

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed **\$25,000.00 (Twenty-Five Thousand Dollars and No Cents)**.
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

VI. LIABILITY OF ENGINEER

- A. The ENGINEER shall indemnify and hold harmless CITY, its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

VII. ENGINEER'S INSURANCE.

- A. ENGINEER shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

VIII. RESPONSIBILITIES OF THE ENGINEER

- A. The personnel assigned by the ENGINEER to perform the services of this Contract shall comply with the terms set forth in this Contract. The ENGINEER shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the ENGINEER's key personnel must receive the CITY ENGINEER's written approval before said changes or substitution can become effective.
- B. The ENGINEER agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The ENGINEER warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the ENGINEER), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the ENGINEER; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. ENGINEER agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a ENGINEER's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the ENGINEER from consideration for award of future contracts in accordance with Alabama competitive bid law if the ENGINEER does not abide by the terms of this contract.
- E. The ENGINEER shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F. The ENGINEER shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the ENGINEER's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G. The ENGINEER is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. ENGINEER is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject

to the ENGINEER's sole direction, supervision, and control. The ENGINEER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENGINEER's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The ENGINEER shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

- A. Time is of the essence in the performance of this Contract. The ENGINEER specifically agrees that contract time will begin on the date the Notice to Proceed is issued. ENGINEER also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed as outlined in Section II.

X. LIQUIDATED DAMAGES

N/A

XI. FORCE MAJEURE

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

XII. OBLIGATIONS OF CITY

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

- D. The City shall not provide any services to the ENGINEER in connection with any claim brought on behalf of or against the ENGINEER.

XIII. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the ENGINEER to terminate the services of the ENGINEER. The City shall pay to the ENGINEER and the ENGINEER shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the ENGINEER to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the ENGINEER shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIII.A. above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the ENGINEER and the ENGINEER shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the ENGINEER has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the ENGINEER indicating its intention to do so. Payment for work performed prior to the ENGINEER's abandonment shall be as stated above. ENGINEER shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The ENGINEER shall have the right to terminate services only in the event of the City failing to pay the ENGINEER's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the ENGINEER providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the ENGINEER's work not performed in accordance with the requirements of this Contract; 2. The quantity of the ENGINEER's work not delivered or performed as represented in the ENGINEER's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4.

Damages to the City or a third party caused by ENGINEER; 5. The ENGINEER's failure or refusal to perform any other obligation under this Contract.

XIV. DISPUTE RESOLUTION

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

XV. VENDOR WARRANTY

N/A

XVI. SUSPENSION/STOP WORK ORDER

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

order; or 3. Terminate the Contract in accordance with provisions contained in Section XIII A.

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

XVII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is The City Engineer or the Director's designated representative, Engineering Project Manager.
- B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
c/o Engineering Dept.
As: City's Authorized Agent
P.O Box 18217
Mobile AL 36633

ENGINEER:

DORSEY & DORSEY ENGINEERING, INC.
c/o Larry Dorsey, PE
ENGINEER's Authorized Agent
1114 Wildwood Ave, Mobile, AL 36609

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

XVIII. DEFAULT/ BREACH.

- A. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized

assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

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

XX. WITHHOLDING PAYMENT DUE

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

XXI. CURE PLAN

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

XXII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- A. N/A

XXIII. PEER REVIEW/VALUE ENGINEERING

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

XXIV. ANTI-BOYCOTT

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

XXV. NON-DISCRIMINATION

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

XXVI. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if ENGINEER employs one or more employees within the State of Alabama, ENGINEER shall provide documentation

establishing that ENGINEER is enrolled in the E-Verify program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVII. E-VERIFY

- A. By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

XXVIII. SOURCE OF FUNDS FOR PAYMENT

- A. The source of funds for payment by CITY under this contract are on hand at the time of the execution of this CONTRACT. The funding source is **RSF26 D6** – project budget is **\$3,250,000** – includes design/CE&I – testing - construction

XXIX. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges, or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the ENGINEER's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the ENGINEER is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between ENGINEER and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q. Amendment and Waiver. This Agreement may be amended, modified, or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for

noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

- R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the ENGINEER agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.
- U. NON-ASSIGNMENT. The City and ENGINEER each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- V. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.
- W. E-BUILDER. The City utilizes E-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> ENGINEER shall use E-Builder as an essential component to project management with the City of Mobile.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

ENGINEER: **DORSEY & DORSEY ENGINEERING, INC.**

BY: 
Its Authorized Agent

Date: 10/14/2025

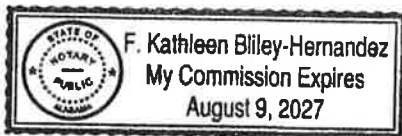
Print Name: LARRY C. DORSEY

ACKNOWLEDGEMENT

The State of Alabama }
Mobile County }

I, ~~F. Kathleen Bliley-Hernandez~~ Notary Public, in and for said County in said State, hereby certify that Larry C. Dorsey, whose name as Authorized Agent of Dorsey & Dorsey, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 14th day of October, 2025

(Seal) 


Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____
Spiro Cheriogotis, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT ESTIMATE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE REQUIRED

EXHIBIT E: E-VERIFY DOCUMENTS

EXHIBIT F: CLOSEOUT DOCUMENTS

EXHIBIT G: NOT USED

EXHIBIT H: CONTACTOR'S PROPOSAL

EXHIBIT A: SCOPE OF SERVICES

2026 CIP RESURFACING – COUNCIL DISTRICT 6		
Project 2026-3005-02		
<u>RESURFACING AREAS</u> • <u>Area 1 - KIMBERLIN</u> ○ Kimberlin Dr S ○ Kimberlin Ct ○ Debonair Dr S ○ Sanibel Cir ○ Navion Dr ○ Bonanza Ct ○ Kimberlin Dr N ○ Bonanza Dr ○ Bonneville Dr ○ Cruisair Cir ○ Musketeer Dr ○ Pawnee Cir ○ Dawes Service Rd ○ Aztec Dr • <u>Area 2 - CARRINGTON WEST</u> ○ Irongate Way ○ Irongate Ct ○ Anvil Dr ○ Vulcan Ct ○ Cresting Ct ○ Anvil Ct W ○ Anvil Ct E ○ Willow Oak Dr ○ Laurel Oak Ct ○ Post Oak Ct ○ Southern Oak Dr ○ Desert Oak Ct ○ Brandy Oak Ct ○ Clarke Rd ○ Burnham Ct ○ Cherry Oak Ct		

- Harrington Way
- **Area 3 - WINDMILL BLVD**
 - Windmill Blvd
 - Smithfield Rd E
 - Windmill Pl N
 - Windmill Pl W
 - Windmill Pl S
- **Area 4 - COTTAGE HILL ESTATES**
 - Maple Drive
 - Evergreen Cir
 - Aspen Dr
 - Sequoia Dr E
 - Sequoia Dr N
 - Hemlock Dr
 - Elm Cir
- **Area 5 - LYNNDALL DR**
 - Lynndall Dr
- **Area 6 - LIGHTER WOODS**
 - Grelot Service Rd
 - Chimney Top Dr W
 - Lighter Woods Dr
 - Chimney Top Dr S
 - Cedar Woods Ct
 - Chimney Top Dr E
 - Elm Wood Dr
 - Stratford Ct S
 - Stratford Ct N
 - Chimney Top Dr N
 - Williamsburg Dr
 - Candle Light Ct
 - Hanging Lantern Cir
 - Carolina Ct
- **Area 7 - HILLCREST XING**
 - Hillcrest Xing S
 - Hillcrest Xing W
 - Hillcrest Xing E
 - Hillcrest Park Ct
 - Johnstone Ln

- **Area 8 - TIMBERS DR**
 - Timbers Dr
 - Timbers Dr W
 - Sweet Briar Rd
 - Honeysuckle Rd
 - Lisa Ct
 - Laurie Ct
 - Lynn Ct
 - Country Ct
 - Rustic Ct
 - Clydesdale Dr
 - Leslie Ct

EXHIBIT B: PROJECT ESTIMATE

PROJECT – 2026 CIP RESURFACING - COUNCIL DISTRICT 6, City of Mobile Project No. 2026-3005-02. (See Exhibit A for locations.)

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$3,250,000.00 [Three Million Seven Hundred Thousand Dollars and No Cents].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid to the ENGINEER shall not exceed \$315,000.00 [Three Hundred Fifteen Thousand Dollars and Zero Cents], unless authorized by the CITY.

FUNDING SOURCE: RSF26 D6

EXHIBIT C: FEE SCHEDULE

ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase	\$ 165,000.00
Pre-Bid to Pre-Construction Phase	\$ 15,000.00
Construction Phase	\$ 110,000.00
<u>Base Contract Amount</u>	<u>\$ 290,000.00</u>
Additional Services (If requested in writing by the City Engineer).....	\$ 25,000.00
<u>Total Contract Amount including Additional Services</u>	<u>\$ 315,000.00</u>

ENGINEER'S SUMMARY OF HOURLY RATES

Project Manager	\$150/hr
Sr. Engineer	\$135/hr
Engineer	\$95/hr
Engineer Designer	\$75/hr
Inspectors	\$65/hr

EXHIBIT D: CITY INSURANCE REQUIRED

A. **INSURANCE:** For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. **Professional Liability Insurance:**

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. **Workers' Compensation/Employer's Liability:**

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

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

3. **Comprehensive General Liability Insurance:**

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

4. **Automobile Liability Insurance:**

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

5. **Excess/Umbrella Liability Insurance**

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

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation – All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured – All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance – All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation – Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance – General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, ENGINEER shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. ENGINEER shall also be responsible for delivering policy renewal certificates to the City of Mobile.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2025

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 UnderWrite Insurance Services 417 Passaic Street, Suite F Hackensack, NJ 07601	CONTACT NAME: Marvin Mensah PHONE (A/C, No, Ext): 201-580-8806 FAX (A/C, No): E-MAIL ADDRESS: marvin.mensah@gounderwrite.com														
INSURED Dorsey & Dorsey Engineering Inc 8251 Airport Blvd Suite B Mobile, AL 36608	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Next Insurance US Company</td><td>18285</td></tr><tr><td>INSURER B: Kinsale Insurance Company</td><td>38920</td></tr><tr><td>INSURER C: The Pie Insurance Company</td><td>21857</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Next Insurance US Company	18285	INSURER B: Kinsale Insurance Company	38920	INSURER C: The Pie Insurance Company	21857	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Next Insurance US Company	18285														
INSURER B: Kinsale Insurance Company	38920														
INSURER C: The Pie Insurance Company	21857														
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD . WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	X	NXT3CWHFP7-03-GL	10/11/2025	10/11/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$	
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ Hired AUTOS ONLY ☐ SCHEDULED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	X	X	0100329566-1	10/11/2025	10/11/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	☒ 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 ☐ N/A		WC PI 680588-001	01/12/2025	01/12/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Professional Liability Insurance	X	X	NXTQQ7KK3F-03-PL	10/11/2025	10/11/2026	Each Claim: \$1,000,000 Aggregate: \$2,000,000	

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

Project Name: 2026 CIP Resurfacing - Council District 6 Project Number: 2026-3005-02

City of Mobile Engineering Department is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER City of Mobile Engineering Department PO Box 1827 Mobile, AL 36633-1827	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 <i>Marvin Mensah</i>
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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2025

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 RANDY JONES & ASSOC PO BOX 1576, ALBERTVILLE, AL 35950		CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL: progressivecommercial@email.progressive.com ADDRESS: progressivecommercial@email.progressive.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Progressive Specialty Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 607067588503123940D100325T224548	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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	986037205	02/09/2025	02/08/2026	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTHER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below See ACORD 101 for additional coverage details.	Y/N ☐	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		Y	N	986037205	02/08/2025	02/08/2026	\$

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

Project Name: 2026 CIP Resurfacing - Council District 6 Project Number: 2026-3005-02
City of Mobile Engineering Department is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER City of Mobile Engineering Department PO Box 1827 Mobile, AL 36633	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

City of Mobile
Engineering Department
PO Box 1827
Mobile, AL 36633-1827

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include the following as insureds:

1. Lessor of Leased Equipment

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

No such person or organization is an insured under this section:

- a. Upon expiration or termination of their contract or agreement with you for such leased equipment ends;
- b. For any "bodily injury" or "property damage" caused by an "occurrence" which takes place after expiration or termination of their contract or agreement with you; or
- c. For any "personal and advertising injury" caused by an "offense" which takes place after expiration or termination of their contract or agreement with you.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you.

No such person or organization is an insured under this section for any:

- a. For "bodily injury" or "property damage" caused by an "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Grantor of Franchise

Any person or organization (referred to below as grantor of a franchise) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "liability as grantor of a franchise to you

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- C. With respect to the provisions of this endorsement, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance**:

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

- A.** Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1.** Your acts or omissions; or
 - 2.** The acts or omissions of those acting on your behalf with respect to:
 - a.** Premises you own, rent, lease, or occupy; or
 - b.** Your ongoing operations performed for that insured.
- B.** The insurance afforded to such additional insured:
 - 1.** Only applies to the extent permitted by law; and
 - 2.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- C.** The Limits of Insurance applicable to the additional insured are the lesser of those specified in:
 - 1.** The written contract or agreement; or
 - 2.** The Declarations for this policy, whichever is less.Such are included in, and not in addition to, the Limits of Insurance shown in the Declarations.
- D.** Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

All other terms and conditions of the policy remain unchanged.

Policy Number: NXTQQ7KK3F-03-PL

Endorsement Number:

Effective Date: 10/11/2025

Named Insured: Dorsey Dorsey Engineering, Inc

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED(S) ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY

SCHEDULE

Name of Individual or Entity:	City of Mobile Engineering Department PO Box 1827 Mobile, AL 36633-1827
Any individual or entity required to be added as an Additional Insured pursuant to a written contract with a Named Insured covered hereunder.	

- A.** The definition of **Insured** in SECTION III – DEFINITIONS is amended by the addition of the following:
- the individual or entity shown in the SCHEDULE above, but solely with respect to liability resulting in **Loss** caused, or alleged to be caused, in whole or in part, by the **Insured** or by those acting on the **Insured's** behalf in the performance of the **Insured's Professional Services**.
- B.** Coverage provided to the individual or entity shown in the SCHEDULE is afforded on i) a primary basis, ii) a noncontributory basis, or iii) a primary and noncontributory basis in accordance with the applicable written contract between the **Insured** and the individual or entity shown in the SCHEDULE above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

EXHIBIT E: E-VERIFY DOCUMENTS



Company ID Number: 613704



Approved by:

Employer Dorsey & Dorsey Engineering, Inc	
Name (Please Type or Print) Larry C Dorsey	Title
Signature Electronically Signed	Date 11/01/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/01/2012



Company ID Number: 613704

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Dorsey & Dorsey Engineering, Inc.
Company Facility Address	1114 Wildwood Ave Mobile, AL 36609
Company Alternate Address	P.O. Box 851298 Mobile, AL 36685
County or Parish	MOBILE
Employer Identification Number	721389941
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary Public, personally appeared **Larry C. Dorsey** (affiant) who, being duly sworn says as follows:

President/CEO of Dorsey & Dorsey Engineering, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as **President/CEO for Dorsey & Dorsey Engineering, Inc.,** that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

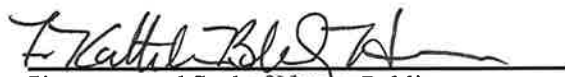
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said **Dorsey & Dorsey Engineering, Inc.** is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: **613704** .


President/CEO of **Dorsey & Dorsey Engineering, Inc.**

Sworn to and subscribed before me this the 14th day of Oct. 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public

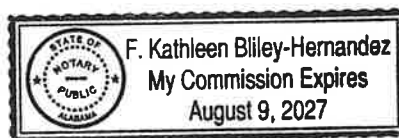


EXHIBIT F: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book, if needed.
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents (submitted at award)
- INSPECTOR 's Daily Reports (texts)
- Any Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date.
- All Test Reports (submitted by testing company)
- CADD files of drawings
- PDF's of drawings
- Log of paving completion dates per street (for City of Mobile GIS records)

EXHIBIT H: CONTACTOR'S PROPOSAL

DORSEY & DORSEY ENGINEERING, INC.

"INTEGRITY, QUALITY, EXCELLENCE"

October 26, 2025

John Forrester, City Engineer
Engineering Department
205 Government Street
South Tower, 3rd Floor
Mobile, AL 36602

Subject: 2026 CIP Resurfacing - Council District 6 (Project No. 2026-3005-02)
Engineering Design & Construction Engineering and Inspection (CEI)

Mr. Forrester:

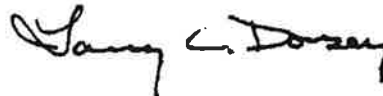
D&D can provide the construction plans and CEI services for the above referenced project for the fees as follows and as outlined in the contract:

Design Phase (Site Construction Plans)	\$165,000
Pre-Bid Phase	\$ 15,000
Construction Phase (CEI)	\$110,000
Additional Services (City Engineer's Option)	\$ 25,000

Total Fee NTE \$315,000

D&D looks forward to servicing the City of Mobile on this project.

Sincerely,



Larry C. Dorsey, P. E.
President & CEO



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Robert Bryant

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

12-month contract with DVMIMS, P.C., dba Tillmans Corner Veterinary Hospital for professional veterinary services for Animal Services.

Amount of Contract:

NTE \$200,000.00

Funding Source

General fund.1004.1546.42200

ATTACHMENTS:

1. 2025 Vet DVMIMS Agenda Package

REVIEWERS:

Donald Rose

Donna Bryars

Cherlina Monteiro

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 12 November 2025
Date

Item No. _____

Submitted by: Animal Services
Department

Robert Bryant
Department Head

Sponsored by: Mayor Cheriogotis
Name

Title

Reviewed by: Joe Snowden
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with DVMIMS, P.C.

PURPOSE & SCOPE OF PROJECT:

12-month contract with DVMIMS, P.C., dba Tillmans Corner Veterinary Hospital for professional veterinary services for Animal Services.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$200,000.00

FUNDING SOURCE:

Budget Item: 1004.1546.42200

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and DVMIMS, P.C., doing business as Tillmans Corner Veterinary Hospital, for twelve months, in an amount not to exceed \$200,000.00, as appropriated funds are available, for professional veterinary services, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



Professional Services Contract City of Mobile

Animal Services Department – Veterinary Services DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the last date of execution, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital, an Alabama Domestic Professional Corporation (hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in providing Veterinary Services, and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill and personality, especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. Contractor agrees to diligently provide all professional veterinary services and labor as described below in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained in this Agreement shall control.
- B. The contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent, considering the ordinary professional skill and care of such profession.
- C. All work and labor shall be done in accordance with industry best practices and standards as approved by the Director of Animal Services or his/her authorized agent.
- D. The City's representative for purposes of this Agreement is the Director, Mobile Animal Services. The Director, Mobile Animal Services, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed as described in **Exhibit A**. The City will pay the Contractor for services in accordance with **Exhibit B**, the **Fee Schedule**. City will reimburse Contractor for medical supplies and medicines provided by Contractor at Contractor's cost. Contractor will submit monthly invoices to the City, itemizing all work done during the previous month to include labor rates and hours, itemized work, and itemized Contractor-furnished medical supplies and medicines. The total amount of compensation due to Contractor for services, supplies, and medicines provided under this contract will not exceed \$200,000.00. The contractor will ensure that the services performed and billed do not exceed this amount. Contractor agrees, without mutual consent of both parties, it shall not be reimbursed for supplies, medicines, or paid compensation for any services, for any sums in excess of \$200,000.00 during the term of this Agreement.

III. METHOD OF PAYMENT

- A. The City shall pay the Contractor within 30 days through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Director of Animal Services, indicating that services have been rendered in conformity with this Contract.
- B. The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Director of Animal Services, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

IV. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution date as set out above by the City of Mobile and shall continue for a term of 12 months or until funds are depleted.

V. GENERAL PROVISIONS

- A. Contractor agrees to permit the City access to, and, as requested, copies of, all books and records received and developed in connection with the contract work.
- B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.
- C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

- D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.
- E. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- F. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- G. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- H. Contractor agrees that upon the violation of any of the covenants and agreements contained herein, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.
- I. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- J. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by services performed by the Contractor (herein defined to include but not be limited to Contractor's owners,

employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to services performed, undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

- K. Insurance. Contractor shall procure and maintain insurance as specified in **Exhibit C**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.
- L. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

City of Mobile
c/o Robert Bryant, Director of Animal Services
855 Owens Street
Mobile, AL 36604

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

And to the Contractor at:
DVMIMS P.C. d/b/a Tillman's Corner Veterinary
Hospital
c/o Justin Mims, D.V.M
5842 Three Notch Road
Mobile, Alabama 36619

- M. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.
- N. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.
- O. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise

unenforceable shall substantially pair the value of the entire agreement with respect to any party.

- P. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.
- Q. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.
- R. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.
- S. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- T. CONTRACTOR acknowledges that he, or she, has had an opportunity to consult with and be represented by counsel of CONTRACTOR'S choosing. in the review of this Agreement, that he, or she, has been advised by the CITY to do so, that CONTRACTOR is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONTRACTOR enters into this Agreement freely, without duress or coercion, and based on the CONTRACTOR'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONTRACTOR further represents and acknowledges that he, or she, has been provided a reasonable period of time within which to review the terms of this Agreement

VI. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

VII. SIGNATURES

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

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

DVMIMS P.C. d/b/a d/b/a Tillman's
Corner Veterinary Hospital

By: [Signature]
Justin Mims D.V.M. and CEO
Printed Name and Title

Date: 11/3/2025

State of ALABAMA }
County of MOBILE }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Justin Mims, D.M.V. whose name as Member and Authorized Agent of DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 3rd day of November, 2025

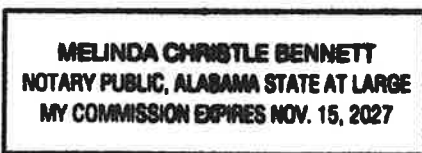
Melinda Christle Bennett

Notary Public

Print

MELINDA CHRISTLE BENNETT

My commission expires: November 15, 2027 (Seal)



CITY OF MOBILE

By: _____
Spiro Cheriogotis, Mayor
Date: _____

ATTEST:

City Clerk

EXHIBIT A: SCOPE OF SERVICES/STATEMENT OF WORK

EXHIBIT B: FEE SCHEDULE

EXHIBIT C: CERTIFICATE OF INSURANCE

EXHIBIT D: VETERINARY LICENSE VERIFICATION

EXHIBIT E: E-VERIFY DOCUMENTS [IF APPLICABLE]

[Remainder of Page Intentionally Left Blank; Exhibit A Follows]

Exhibit A. Statement of Work

Contractor is to provide veterinary support to the City of Mobile Animal Services Department to ensure the health and safety of the animals and staff, with services to include the following:

1. In- Clinic Services

- a. Routine Veterinary Exams/ consultations to diagnose disease and/ or injury in animals and develop appropriate treatment plans.
- b. Provide for the treatment of diseased and/ or injured animals.
- c. Emergency Veterinary Exams and Treatment for traumatically injured animals.
- d. Recommendation for the Humane Euthanasia of animals, after evaluating them,
 - i. When their disease or injury is terminal
 - ii. When it would be too inhumane to hold the animal, for the duration of its stray hold period, with pain management.
 - iii. When the animal's behavior and temperament pose an unreasonable risk to the health and safety of other animals and humans.
- e. Routine Surgical Procedures:
 - i. Spay and Neuter Services
 - ii. Dental Care
 - iii. Microchip Implantation
- f. Routine Non-Surgical Procedures
 - i. Heartworm Treatment
 - ii. Wound Care
- g. Temporary Boarding of Dogs and Cats

2. Shelter Medicine Assessments and Recommendations

- a. Provide assessments of animal health related protocols at the request of the Director of Animal Services and in coordination with the Shelter Veterinarian.
 - i. i.e. humane euthanasia protocols, isolation protocols, animal feeding protocols, and treatment protocols.

3. Training Services

- a. Provide training on animal health and medicine to City staff as requested.

4. In- Shelter Veterinary Care- Clinic Rounds

- a. When requested by the City of Mobile provide the following in-care services:
- b. Initial Assessment of all animals in the shelter under the care of the City of Mobile.
- c. Administer Rabies Vaccinations

5. Legal Case and Field Support

- a. Serve as a City Veterinarian on legal matters:
- b. Perform medical and forensic evaluations of animals involved in actual or probable criminal or civil proceedings and document findings in a detailed manner for use in legal proceedings.
- c. Report to locations of cruelty cases or other incidents.
- d. Provide additional support for the development of legal cases by:
 - i. Assisting in the preparation of case files
 - ii. Meeting with Attorneys as needed
 - iii. Testifying in court as an expert witness on behalf of the city or state as required

6. Other Services

- a. Provide veterinary related services as needed or as directed by the Director of Animal Services, or his/ her designee.

[Remainder of Page Intentionally Left Blank; Exhibit B Follows]

Exhibit B. Rate Schedule

Contractor is to charge the following amounts for services provided to the City of Mobile Animal Services Department.

1. Hourly Rate Schedule for Legal Case and Field Support

- | | |
|---------------------------------------|-------------|
| a. Veterinarian | \$200/ hour |
| b. Veterinarian Technician (In Court) | \$45/ hour |

2. Routine Services

- | | |
|-------------------------------------|---------------------|
| a. Exam and Recheck Exam | \$ 29.00 |
| b. Litter Exam | \$ 34.50 - \$ 46.00 |
| c. Heartworm Test | \$ 19.00 |
| d. Fecal Test | \$ 17.00 |
| e. Vaccines | |
| a. DAPP Vaccine | \$ 16.50 |
| b. DAPPL Vaccine | \$ 25.50 |
| c. Rabies Vaccine (1-Year) | \$ 11.50 |
| d. Rabies Vaccine (3-Year) | \$ 17.50 |
| e. Bordetella Vaccine | \$ 22.00 |
| f. FVRCP Vaccine | \$ 16.50 |
| g. FeLV Vaccine | \$ 34.50 |
| f. Tests/ Diagnostics | |
| a. Heartworm Test | \$ 19.00 |
| b. Fecal Test | \$ 17.00 |
| c. Feline Leuk/FIV Combo Test | \$ 31.50 |
| d. Urinalysis | \$ 31.50 |
| e. Skin Scrape | \$ 23.00 |
| f. Ear Cytology | \$ 23.00 |
| g. Eye Stain | \$ 23.00 |
| h. Fungal Culture | \$ 29.00 |
| i. Radiographs | |
| i. 1 View | \$ 81.00 |
| ii. 2 Views | \$109.00 |
| iii. 3 Views | \$139.00 |
| iv. Additional Views | \$ 26.00 ea |
| g. Microchipping | |
| a. Microchip Provided by Vet | \$ 31.00 |
| b. Microchip Provided by City | \$ 5.25 |
| h. Surgery | |
| a. Canine Spay – Pediatric | \$ 81.00 |
| b. Canine Spay – Adult <50lbs | \$ 92.50 |
| c. Canine Spay – Adult ≥50lbs | \$ 104.00 |
| d. Estrus, Post-Partum, or Pregnant | \$ 26.00 - \$ 79.00 |
| e. Canine Neuter – Pediatric | \$ 75.00 |
| f. Canine Neuter – Adult | \$ 81.00 |

- i. Scrotal Ablation \$ 68.00
 - g. Feline Spay \$ 69.00
 - h. Feline Neuter \$ 58.00
 - i. Miscellaneous Services
 - a. Boarding Pricing Varies
 - b. Hospitalization \$ 29.00/ Night
 - c. Appointment No-Show Fee \$ 50.00
 - j. All Other Services and Test
 - a. As approved by the Director of Animal Services or his designated representative.

4. Non-Routine Services

- a. As approved by the Director of Animal Services or his designated representative.

Signature 
Print Name Justin Miller Date 11/3/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/07/2025

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 State Farm  STATE FARM INSURANCE 6414 GRELOT RD STE A MOBILE AL 36695	CONTACT NAME: CRAIG WILLIAMS PHONE (A/C, No, Ext): 251-633-8811 E-MAIL ADDRESS: CRAIG.WILLIAMS.B2IF@STATEFARM.COM FAX (A/C, No): 251-634-1599 INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 25143
INSURED DV MIMS, PC DBA TILLMANS CORNER VETERINARY HOSPITAL 5824 THREE NOTCH RD MOBILE AL 36619	

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	Y	Y	93-CW-M270-1F	06/11/2025	06/11/2026	EACH OCCURRENCE (Damage to Rented Premises (Ea occurrence)) \$ 1,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ 1,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE/ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ 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	N/A				PER STATUTE ☐ OTHER ☐ EACH ACCIDENT \$ DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$

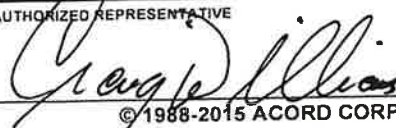
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

VETERINARY SERVICES

CERTIFICATE HOLDER**CANCELLATION**CITY OF MOBILE
P O BOX 1827
MOBILE AL 36633-1827
USA

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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Veterinary Professional Liability Insurance Policy Certificate of Insurance

Item 1. Insured by the stock company below and hereinafter called the Company Zurich American Insurance Company		Master Policy Number: EOL 5241302 -20 Certificate Number: VETPRO387169 Date Issued: 10/26/2024															
Item 2. Named Certificate Holder , member number, rating code and Address Ellen Brown Newsom, BVMS 5842 Three Notch Rd Mobile, AL 36619		For More Information or to File a Claim, Please Call (800) 228-7548. Notice to the Company: Zurich American Insurance Company Professional Programs Claims PO Box 968017 Schaumburg, IL 60196															
<u>Member Name</u> <u>Member Number</u> <u>Rating Code</u> Ellen Newsom 262421 [IV] Small Animal Exclusive																	
Item 3. Policy Period From 01/01/2025 To 01/01/2026 12:01 A.M. Standard Time at the address of the Named Certificate Holder stated in Item 2.																	
Item 4. Coverage Schedule (Coverage only applies if purchased and shown in the Coverage Schedule below. If N/A or no Limit is below, there is no Coverage under the policy.)																	
Insuring Agreements	Limit of Liability (Each Claim)	Aggregate Limit of Liability															
A. Veterinary Professional Liability Coverage	\$1,000,000	\$3,000,000															
B. Veterinary License Defense Coverage	\$50,000	\$50,000															
	Limit of Liability (Any One Animal)	Limit of Liability (Transportation)	Limit of Liability (Specified Premises)														
C. Bailee Coverage																	
	Limit of Liability (Any One Unit)	Limit of Liability (Transportation)	Limit of Liability (Specified Premises)														
D. Embryo and Semen Storage Coverage			Deductible (Each Claim) \$1,000														
Item 5. Schedule of Purchased Plan Numbers and Location(s) for Bailee Coverage (Bailee Plan) and/or Embryo and Semen Storage Coverage Plan (E/S Plan) For additional locations, please see the attached page.		Item 6. Premium and Coverage Summary															
<u>Location Number/Address</u> <u>Bailee Plan</u> <u>E/S Plan</u>		<table style="width: 100%;"> <tr> <td>A. Veterinary Professional Liability</td> <td style="text-align: right;">\$ 285.00</td> </tr> <tr> <td>B. Veterinary License Defense Coverage</td> <td style="text-align: right;">\$ 132.00</td> </tr> <tr> <td>C. Bailee Coverage</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>D. Embryo and Semen Storage Coverage</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Excess Professional Liability (if applicable)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>State Taxes (if applicable)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total Premium Due:</td> <td style="text-align: right;">\$ 417.00</td> </tr> </table>		A. Veterinary Professional Liability	\$ 285.00	B. Veterinary License Defense Coverage	\$ 132.00	C. Bailee Coverage	\$	D. Embryo and Semen Storage Coverage	\$	Excess Professional Liability (if applicable)	\$	State Taxes (if applicable)	\$	Total Premium Due:	\$ 417.00
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Total Premium Due:	\$ 417.00																
Item 7. Forms Attached at Issuance M-VPL-2000-A CW (08/24); U-VPL-261-A CW (01/23); U-GU-319-F (01/09); U-GU-1191-A CW (03/15)																	
This Certificate of Insurance is issued off the Master Policy held by the American Veterinary Medical Association (A.V.M.A.) Professional Liability Insurance Trust. By acceptance of this policy the Named Certificate Holder agrees that the statements in the certificate and the application and any attachments hereto are the Named Certificate Holder's agreement and representations and that the policy embodies all agreements existing between the Named Certificate Holder and the Company or any of its representatives relating to this insurance																	

**Veterinary Professional Liability Insurance Policy
Amended Certificate of Insurance**

Item 1. Insured by the stock company below and hereinafter called the Company Zurich American Insurance Company		Master Policy Number: EOL 5241302 -20 Certificate Number: VETPRO248268 Date Issued: 11/06/2024																		
Item 2. Named Certificate Holder , member number, rating code and Address Justin Mims, DVM 9613 Boxford Ct Mobile, AL 36695-7454 <table style="width:100%;"> <tr> <td style="width:33%;"><u>Member Name</u></td> <td style="width:33%;"><u>Member Number</u></td> <td style="width:33%;"><u>Rating Code</u></td> </tr> <tr> <td>Justin Mims</td> <td>223531</td> <td>[IV] Small Animal Exclusive</td> </tr> </table>		<u>Member Name</u>	<u>Member Number</u>	<u>Rating Code</u>	Justin Mims	223531	[IV] Small Animal Exclusive	For More Information or to File a Claim, Please Call (800) 228-7548. Notice to the Company: Zurich American Insurance Company Professional Programs Claims PO Box 968017 Schaumburg, IL 60196												
<u>Member Name</u>	<u>Member Number</u>	<u>Rating Code</u>																		
Justin Mims	223531	[IV] Small Animal Exclusive																		
Item 3. Effective Date(s) of Amended Certificate of Insurance From 01/01/2025 To 01/01/2026 12:01 A.M. Standard Time at the address of the Named Certificate Holder stated in Item 2.																				
Item 4. Coverage Schedule (Coverage only applies if purchased and shown in the Coverage Schedule below. If N/A or no Limit is below, there is no Coverage under the policy.)																				
Insuring Agreements	Limit of Liability (Each Claim)	Aggregate Limit of Liability																		
A. Veterinary Professional Liability Coverage	\$1,000,000	\$3,000,000																		
B. Veterinary License Defense Coverage	\$50,000	\$50,000																		
	Limit of Liability (Any One Animal)	Limit of Liability (Transportation)	Limit of Liability (Specified Premises)																	
C. Bailee Coverage																				
	Limit of Liability (Any One Unit)	Limit of Liability (Transportation)	Limit of Liability (Specified Premises)																	
D. Embryo and Semen Storage Coverage			Deductible (Each Claim) \$1,000																	
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CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

TILLMANS CORNER VETERINARY HOSPITAL T4
5842 THREE NOTCH ROAD
MOBILE AL 36619

YEAR	LICENSE NO.
2025	122257
ISSUED	EXPIRES
2/2/2025	12/31/2025

514941 VETERINARIAN, OFFICE OF
452990 RETAIL - MISC GENERAL MERCHANDISE SALES (STORE)



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



TILLMANS CORNER VETERINARY HOSPITAL
PO BOX 190067
MOBILE, AL 36619-0067

14 T2 P4818 153070



Tammy S Cargile
Executive Director

**ALABAMA STATE BOARD OF
VETERINARY MEDICAL EXAMINERS**
8100 SEATON PLACE--SUITE A
MONTGOMERY AL 36116
(334) 395-5112
(334) 395-5117(fax)
www.asbvme.alabama.gov



LICENSE VERIFICATION REQUEST AND AUTHORIZATION:

Name: JUSTIN S MIMS License #: 5540

I authorize the Alabama State Board of Veterinary Medical Examiners to release information in regards to the status and standing of my license to practice veterinary medicine and/or surgery in the State of Alabama

ALABAMA BOARD VERIFICATION:

APPLICANT LICENSE NUMBER: 5540 DATE ISSUED: 05/10/2005

Qualifications for license in year of issue: GRADUATE - AU 2005, the STATE EXAM

Current License Status: ACTIVE STATUS EXPIRATION DATE. 12/31/2025

Disciplinary Action? ☒ NO ☐ YES

Current Disciplinary Action? ☒ NO ☐ YES

Pending Disciplinary Action? ☒ NO ☐ YES

If yes to any disciplinary action, you will find attached a certified copy of the Finding of Fact, Conclusions of Law, and /or Final Order, or the charges of a pending case.

Board Signature: Tammy S. Cargile Date: 09/11/2025
Tammy S. Cargile
Executive Director



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

For licensing and implementation of video management system for security cameras. This is a 5-year agreement NTE \$1,500,000.00.

Amount of Contract:

\$1,500,000

Funding Source

10041500.47010

ATTACHMENTS:

1. Logista Contract

REVIEWERS:

Scott Kearney
Scott Kearney
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Office Management Systems, Inc. DBA Logista for provision of software products and services in support of the City's Surveillance Video Management System, for five years from the date of approval, in the not to exceed amount of \$1,500,000, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



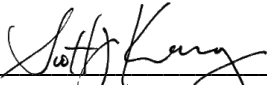
October 20, 2025

Re: Video Management System for Security Cameras

I am requesting approval for a service agreement with Office Management Systems, Inc. DBA Logista for the licensing and implementation of a video management system (VMS) with facial recognition and AI video analytic features for 2,000 security cameras. This is a five-year agreement with a not-to-exceed amount of \$1,500,000.

The VMS will provide the Mobile Police Department a unified platform for real-time monitoring, recording, and playback, including integration capabilities with digital maps (GIS), 911 CAD incidents, and building access and alarm systems. This system will enhance public safety, expedite investigations, ensure chain-of-custody and privacy compliance, and is robust enough to support a network that expands across the City and future camera growth.

Scott Kearney



Chief Technology Officer



**MASTER SERVICES AGREEMENT
FOR VIDEO MANAGEMENT SYSTEM
WITH FACIAL RECOGNITION AND VIDEO ANALYTICS**

This Agreement is made as of the date on which the last party executes this Agreement (the "Effective Date"), by and between: CITY OF MOBILE, ALABAMA ("City"), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council; and Office Management Systems, Inc. DBA Logista ("Contractor"), a corporation authorized to do business in Alabama with its principal office at 572 Yorkville Road E. Columbus, MS 39702.

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

WHEREAS, the City issued the Video Management System with Facial Recognition and Video Analytics RFP on July 9, 2025; and,

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

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

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

1.0 CONTRACTOR'S SERVICE

- 1.1** The Contractor agrees to diligently provide all materials, services and labor for the performance of Video Management System with Facial Recognition and Video Analytics (the "Project"), in accordance with the scope of services made part of this Agreement as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

- 2.1** This Agreement shall commence immediately upon execution by both the City and the Contractor for the period of five years.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- 3.1** The total compensation under this Agreement shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). This amount includes:

(a) Fixed pricing for the five-year base services bundle for 2,000 cameras in the amount of Nine Hundred Seventy-Four Thousand Seven Hundred Forty Dollars (\$974,740.00), which shall be invoiced in two annual installments, with the first installment of \$498,370 (bundle and services & installation) due thirty (30) days after contract execution, and the second installment of \$476,370.00 due one (1) year after the due date of the first installment; and

(b) Unit pricing for additional camera licenses, inventory, installation, configuration, training, and other optional services, which the City may, at its sole discretion, elect to purchase during the term of this Contract.

The City shall only be obligated to pay for such additional licenses or optional services if and when authorized in writing and received.

- 3.3** Notwithstanding the preceding, Contractor shall perform no work under this Agreement until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

- 3.4** The City's performance and obligation to pay under this Agreement is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

- 4.1** The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Chief Technology Officer indicating that services have been rendered in conformity with this Contract.

- 4.2 The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit A, attached hereto and incorporated herein.
- 4.3 The Contractor's invoices shall be in a form satisfactory to the Chief Technology Officer who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

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

6.0 LIABILITY OF CONTRACTOR

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

fullest extent permitted by applicable law, regardless of whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Notwithstanding the foregoing, Contractor shall not be required to provide the indemnification set forth in this section if the liability arises out of the gross negligence or willful misconduct of the City. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 Limitation of Liability

Except for (a) breaches of confidentiality, (b) either party's indemnification obligations, (c) gross negligence or willful misconduct, and (d) Contractor's breach of its obligations relating to data security, intellectual property rights, or compliance with laws, the total cumulative liability of either party to the other arising out of or related to this Agreement shall not exceed the greater of (i) the total fees paid or payable by the City under this Agreement, or (ii) the insurance coverage to be maintained by Contractor under this Agreement.

This limitation shall not apply to damages directly resulting from Contractor's breach of its performance obligations under this Agreement.

Neither party shall be liable for punitive or exemplary damages; however, this limitation shall not preclude recovery of consequential or incidental damages by the City to the extent such damages represent actual, reasonably foreseeable losses incurred by the City, including but not limited to costs of re-procurement, third-party claims against the City, or losses arising from the failure of the system to perform as contracted.

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

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in Exhibit B, Insurance Requirements, attached hereto and made a part of this Agreement.

Contractor, at the City's request, will name the City as an additional insured under the Comprehensive General Liability policy. Contractor represents that the City is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

- 8.1 The personnel assigned by the Contractor to perform the services of this Agreement shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Chief Technology Officer written approval before said changes or substitution can become effective.
- 8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- 8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5 The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6 The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- 8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent

contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

- 9.1** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Agreement shall be completed to Substantial Completion in a mutually agreed timeframe and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

10.0 FORCE MAJEURE

- 10.1** The Contractor specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Chief Technology Officer, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties including but not limited to: acts of God, acts of government, wars, terrorism, strikes, lockouts, epidemics, pandemics, supply chain disruptions, or other industry-wide shortages.

11.0 OBLIGATIONS OF THE CITY

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

- 11.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.
- 11.5 The City shall provide timely decisions and approvals to avoid delaying Contractor's performance.
- 11.6 The City shall ensure its other contractors and vendors cooperate with Contractor as necessary for performance of the Services.
- 12.0 **TERMINATION**
- 12.1 The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services. In addition, the City shall pay to the Contractor: (a) reimbursable expenses properly incurred; and (b) non-cancellable commitments pre-approved in writing by the City and entered into by Contractor with Motorola prior to receipt of termination notice.
- 12.2 Any failure of the Contractor to satisfy the requirements of this Agreement, as documented by the Chief Technology Officer, shall be considered a default of the Agreement and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within thirty (30) working days after notification or such longer period as may be reasonably necessary for cure. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 12.3 In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 12.1 above.
- 12.4 The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 12.5 In the event that the Contractor has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's

abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

- 12.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (180) calendar days of the approval by the City's Chief Technology Officer, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- 12.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

13.0 DISPUTE RESOLUTION

- 13.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- 13.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 13.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- 13.4 Each party agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- 13.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

- 13.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings provided that City continues to pay undisputed amounts as and when due.

14.0 CONTRACTOR WARRANTY

- 14.1 All products provided under this Agreement shall be new and of the most suitable grade for the purpose intended.
- 14.2 If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- 14.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- 14.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.
- 14.5 Disclaimer. Except as expressly set forth in this section, contractor disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

15.0 SUSPENSION/STOP WORK ORDER

- 15.1 The City's Chief Technology Officer, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be

identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Chief Technology Officer shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Agreement in accordance with provisions contained in Section 12.1.

- 15.2** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 12.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

16.0 NOTICES

- 16.1** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Chief Technology Officer, Scott Kearney or his designated representative.

- 16.2** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile

c/o Scott Kearney

As: City's Chief Technology Officer

P.O Box 1827

Mobile AL 36633-1827

Copy to:

City Attorney – Legal Department

P.O. Box 1827 Mobile, AL 36633-1827

CONTRACTOR:

Logista

c/o David Finnegan

Contractor's Authorized Agent

572 Yorkville Road E.

Columbus, MS 39702

- 16.3 Any change in the City's Chief Technology Officer or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

17.0 DEFAULT/ BREACH

- 17.1 Default. Default, for purposes of this Agreement, shall mean any of the following on the part of the Contractor: 1) failure to perform the work or provide the services in accordance with the terms of the Agreement, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 7) unauthorized assignment or transfer of the Agreement without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with industry-standard safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the Agreement, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided as set forth in the Agreement, 16) failure to provide required reports, documentation, or certifications within specified timelines, , 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, , 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the Agreement, 31) failure to disclose debarment or loss of required license.

Additionally, "Default", for purposes of this Agreement, shall mean any of the following on the part of the City: 1) failure to make payments as and when the same are due in accordance with the terms of the Agreement, 2) failure to comply with any other obligation on the part of the City in accordance with the terms of the contract.

18.0 EFFECT OF DEFAULT

- 18.1 Upon the occurrence of default by Contractor, City shall have rights which include but are not limited to (i) the right to keep this Agreement in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and

to recover any damages caused thereby; and (iii) the right to terminate this Agreement either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

- 18.2 Upon the occurrence of default by City, Contractor shall have the rights which include, but are not limited to (i) cease performance under this Agreement, (ii) sue City for amounts owed and unpaid hereunder, and (iii) terminate this Agreement either as to the entire Project or part thereof, in either case by giving City written notice of such termination.

19.0 WITHHOLDING PAYMENT DUE

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

20.0 CURE PLAN

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

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

22.0 CITY DATA

- 22.1 Definition. All data supplied by or on behalf of the City in connection with the City's use of the software under this Agreement shall be defined as "City Data." The City will be responsible for the accuracy and completeness of all City Data provided to Contractor. The City shall retain

exclusive ownership of all City Data and such City Data shall be deemed to be the City's Confidential Information, as set forth in Section 23.4 of this Agreement.

- 22.2** Data Security. Contractor will use commercially reasonable efforts to prevent the loss of or damage to City Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any City Data that may be lost or damaged by Contractor. Contractor will maintain a comprehensive information security program to protect Contractor's Software and Hosted Services and City Data including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. For the term of this Agreement, Contractor shall maintain an Information Security Management System ISO/IEC 27001 certification for the datacenter hosting Avigilon Alta Video Management System.
- 22.3** Security Incident Notification. Contractor shall notify the City without undue delay and in no event later than seventy-two (72) hours after discovery of any security incident, breach, loss, damage, or unauthorized access involving City Data, and immediately (same day) if the incident materially disrupts operations or threatens safety, or earlier if required by applicable law. Initial notice shall describe known facts, affected systems/data, preliminary containment steps, and a point of contact. Contractor shall (i) promptly take all necessary containment, mitigation, and remediation; (ii) cooperate fully with the City, including access to relevant logs and personnel; (iii) preserve evidence; and (iv) within ten (10) business days provide a written root-cause analysis and corrective-action plan. Required notifications to individuals/regulators, credit monitoring, call-center support, forensics, and similar costs—to the extent caused by Contractor or its Subprocessors—are not Operating Expenses, are outside any NTE, and are borne by Contractor, notwithstanding any limitation of liability. No public announcement regarding a Security Incident shall be made without the City's prior written approval, except as required by law.
- 22.4** Within U.S. Contractor shall not transmit any City Data to any entity or individual outside the United States.
- 22.5** Data Return. In the event this agreement is terminated for any reason, Contractor will provide the City with a copy of all documents, metadata, and user created accessible data in a mutually agreed, machine-readable open format within 30 calendar days of notification, for no additional cost.
- 22.6** Contractor shall not assert, and shall ensure no third party asserts, any lien, lockout, or other restriction that impedes the City's continuous access to City Data or to systems necessary to export City Data, including during disputes, nonpayment, or transition assistance.

23.0 INFORMATION & PRIVACY

- 23.1** Information & Privacy. By using the Solution, City will be providing Contractor with information. City retains full ownership to its information, and Contractor does not assert ownership. These Assumptions do not grant Contractor any rights to City's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.
- 23.2** Information Sharing and Disclosure. Contractor may use certain trusted third-party companies and individuals to help Contractor provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to City's information only for purposes of performing these tasks on Contractor's behalf and under obligations similar to those in Contractor's privacy policy.
- 23.3** The parties acknowledge that in the course the relationship between City and Contractor, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of the applicable party's obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by the Order. All consultants assigned by Contractor to City will sign appropriate forms of confidentiality agreements on or prior to their start date.

24.0 CONFIDENTIAL INFORMATION

- 24.1** "Confidential Information" means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the "Recipient") prior to the time of disclosure by the other party (the "Disclosing Party"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third-party without any obligation of confidentiality; or (iv) is required to be disclosed by law, including the Alabama Public Records Law, or order of a court of competent jurisdiction or regulatory authority.

25.0 ANTI-BOYCOTT

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

26.0 NON-DISCRIMINATION

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

27.0 COMPLIANCE WITH IMMIGRATION LAW

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

28.0 MISCELLANEOUS

- 28.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 28.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 28.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 28.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 28.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

- 28.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 28.7 The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 28.8 If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 28.9 The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 28.10 Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 28.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 28.12 In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 28.13 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 28.14 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 28.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

- 28.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 28.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 28.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this Agreement, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- 28.19** Non-Waiver of Rights. Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 28.20** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.
- 28.21** ACCEPTANCE PROCEDURES. Deliverables shall be deemed accepted if City fails to provide written notice of rejection with specific reasons within thirty (30) business days of delivery. City may not unreasonably withhold acceptance. The City shall have the right to reject or require fixes if defects or errors are discovered after City acceptance or thirty (30) business days from delivery.
- 28.22** SERVICE SUSPENSION RIGHTS. Contractor may suspend services upon: (a) non-payment; (b) City's material breach after notice and cure period; (c) safety concerns; (d) legal or regulatory requirements.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

CONTRACTOR: Office Management Systems Inc. dba Logista
[Contractor name]

By: David Finnegan Chief Business Officer
[name] [title]

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that David Finnegan whose name as Chief Business Officer of Office Management Systems, Inc. DBA Logista is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 30th day of October, 2025



Annette M. Deason
Notary Public
My Commission Expires: 4/20/2029

CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: INSURANCE REQUIREMENTS

EXHIBIT C: E-VERIFY

EXHIBIT A: SCOPE OF WORK

Scope of Services – Video Management System with Facial Recognition and Video Analytics

The Contractor shall provide all labor, materials, equipment, software, and support necessary to deliver, install, and maintain a fully operational Video Management System (“VMS”) for the City of Mobile in accordance with the specifications outlined in the RFP and the Contractor’s proposal. The scope of services includes, but is not limited to, the following:

1. System Design and Core VMS Deployment

- Provide and configure the Avigilon Alta Video Management System to support 2,000 IP-based cameras.
- Deploy fourteen (14) rack-mounted Avigilon Alta A3100 Cloud Connector appliances on-premise across seven (7) identified locations. Note: Final hardware model may vary based on engineering design, but pricing will remain unchanged.
- Ensure scalability for future expansion of additional cameras.
- Provide centralized management interface with role-based access control, user authentication, and integration with City IT systems.
- Provide advance real-time AI analytics across entire camera deployment regardless of manufacturer.
- Provide enhanced security with encryption and dedicated Trusted Platform Module (TPM).

2. Facial Recognition and Video Analytics

- Deploy Avigilon Alta Advanced Analytics with facial recognition capabilities across the entire 2,000-camera deployment.
- Provide real-time person detection and facial search that includes integration capabilities with law enforcement databases.
- Provide person detection with accessories, color recognition, and advanced attributes.
- Configure behavioral and anomaly detection, including loitering, line crossing, occupancy management, and sound-based alerts (e.g., gunshots, glass breaking).
- Provide object detection including vehicles (small/medium, large, two-wheeled), persons, and unclassified objects.
- Configure advanced behavioral analytics including loitering, line crossing, counting, and appearance rules.
- Provide License Plate Recognition option with exact match, group matching, and wildcard capabilities with per-camera licensing as outlined in the pricing schedule.
- Provide sound event detection including glass breaking, gunshots, screaming, and security alarms.

EXHIBIT A: SCOPE OF WORK

- Provide ability count people and estimate crowds, create automated event driven alerts, and conduct rapid searching of recorded video based on specific events, objects or behaviors.

3. Hardware, Storage, and Network Infrastructure

- All equipment and software is Avigilon; no 3rd party equipment or software will be used
- Furnish, install, and configure all required hardware, including Avigilon Alta A3100 Cloud Connector appliances and encoders for legacy cameras:
 - Avigilon Alta A3100 Cloud Connectors
 - 2U rack-mounted units supporting up to 200 cameras each
 - Dual Intel Xeon 4410Y processors optimized for video processing
 - Nvidia RTX ADA 4000 GPUs for advanced AI analytics processing
 - 12x SATA HDD drives with up to 256TB raw storage (240TB net), data protected for up to two drive failures.
 - Dual 10Gb Base-T or 2x SFP28 (25Gb) network interfaces
 - 935W power consumption at 80% load
 - 5-year warranty with standard support included
 - Avigilon H.264 Analog Video Encoders (supported; see optional pricing)
 - 4-channel analog video encoders for legacy camera integration
 - Support for NTSC/PAL video standards with motion adaptive 3D deinterlacing
 - H.264 and Motion JPEG compression for optimal bandwidth utilization
 - 4 audio input/output channels per encoder for comprehensive surveillance
 - RS-485 interface for PTZ and dome camera control
 - Power options: PoE (IEEE 802.3af), 12 VDC, or 24 VDC
 - ONVIF compliant for seamless integration with Avigilon Alta system
 - Rack mountable: up to 3 encoders per 1U rack space
- Provide redundant storage and network infrastructure to ensure high availability and resilience:
 - Network Infrastructure:
 - High-performance 10-gigabit Ethernet network infrastructure support
 - Redundant network connections with failover capability
 - Storage Solution:
 - 30-day recording capacity at 1080p, 30fps with H.265 compression
 - Avigilon Alta adaptive block-level erasure coding for data protection
 - Local video access for low-bandwidth displays and network outage resiliency
- Deliver integration with existing City cameras and systems

EXHIBIT A: SCOPE OF WORK

- Provide ability to flag and store videos indefinitely for investigative purposes. Support features include:
 - Event-based flagging: Automatically or manually tag footage based on motion, license plate recognition, or other triggers.
 - Indefinite retention: Videos can be stored beyond standard retention periods when marked as evidentiary.
 - Metadata tagging: Add searchable notes, timestamps, and case IDs to flagged footage.
 - Audit trails: Maintain chain-of-custody logs for every access or modification to ensure legal integrity.

4. Integration and Interoperability

- API integration with 911 CAD system (Hexagon OnCall) capability
 - Event-based triggers: CAD events (e.g., dispatches, alarms) can trigger video recording or alerts in Alta Aware.
 - Metadata ingestion: CAD data such as incident type, location, and unit status can be pushed into Alta for contextual video tagging.
 - Automated workflows: CAD incidents can initiate automated camera actions or audio warnings.
 - API Explorer: Built-in tool to test and develop integrations using HTTP GET, POST, PUT, DELETE methods.

5. User Interface and Functionality

- Provide mobile apps for Android and iOS, supporting live view, alarms, and event search.
- Provide a web client with full functionality via browser—no need for VPN or enterprise network access.
- Deliver a cloud-native architecture solution that enables secure access from anywhere with encrypted data streams.

6. Implementation Services

- Conduct a comprehensive inventory of existing City-owned cameras and provide recommendations for integration or replacement.
- Install and configure new system hardware, software, and analytics modules.
- Provide end-to-end system testing to confirm operational readiness.
- Achieve System Acceptance as defined by successful completion of implementation milestones.

EXHIBIT A: SCOPE OF WORK

7. Security and Compliance

- Align Alta Cloud's platform with security and compliance standards critical for law enforcement, government, and enterprise deployments:
 - Supports ONVIF for device interoperability; GDPR-aligned data handling practices.
 - Audit trails - Comprehensive logs for access, configuration changes, and evidence handling.
 - Encryption - Video data can be encrypted and exported with associated metadata (camera ID, GPS, etc.).
 - Tamper-free - Immutable storage, hash verification, and detailed access logs ensure evidentiary integrity.
 - ISO/IEC 27017 Standards - Cloud services meet ISO/IEC 27017 for cloud security and SOC 2 Type II for operational controls.
 - Single Sign-On - Integrates with Microsoft Entra ID using SAML 2.0 for secure authentication.
 - Multi-Factor Authentication - Required for non-SSO admin accounts; aligns with ISO 27001 and SOC 2 security controls.
 - US-Based Data Centers - Cloud-hosted data centers reside exclusively in the continental U.S.
 - User Roles - Granular access control allows restricted views for non-law enforcement personnel.
 - Data encryption at rest (AES-256) and data encryption in transit (TLS 1.3).

8. Training and Knowledge Transfer

- Deliver training to City personnel on the use of the VMS, facial recognition tools, video analytics modules, and administrative functions.
- Provide written technical documentation, administrator guides, and standard operating procedures for system use.

9. Support and Maintenance

- Support for hardware is included in the Enterprise Migration Bundle. 5yr next business day onsite support for hardware. Call Logista to place hardware warranty support.
- Software support (24/7/365) is also included in the Enterprise Migration Bundle and is accessible through Motorola Avigilon Alta Technical Support.
- Warranty and support SLA's are onsite/next business day for the hardware.

10. Optional Services

- Additional camera licenses and related installation, configuration, and integration services as authorized by the City during the contract term.

EXHIBIT A: SCOPE OF WORK

- Optional deployment of hybrid or cloud-only facial recognition solutions, as priced in the pricing schedule.
- Streaming support for off-network cameras directly to the cloud, as priced in the pricing schedule.

11. Pricing Schedule

- All listed items are on the ALJP contract # 2022-033:

EXHIBIT A: SCOPE OF WORK

Part #	Qty	Description	Unit Price	Extended Price
		VMS FOR 2,000 CAMERAS		
AWA-CLD-5Y-CC-BUNDLE	2000	Motorola Avigilon Alta Enterprise Migration Bundle; Alta Aware 5 YEAR Subscription Including 30 days cloud storage (per camera), real-time video-analytics & facial recognition, Includes Cloud Connector hardware to support up to 2,000 cameras - 5 Year Hardware Warranty	\$476.37	\$952,740.00
		Services and Installation		
Comprehensive Inventory	1	For the discovery phase Logista will utilize data from existing VMR systems, network scanning tools and physical site inspections. Logista will require, but not limited to: Site access to all locations, Full access to existing VMS systems, Accounts and passwords to software and hardware systems as needed, Network access to switches, routers and firewalls as needed, Secure remote access as needed	\$10,000.00	\$10,000.00
Hardware Installation	1	Alta Cloud Connector appliances (14 appliances at 7 sites) (NOTE: Note: Final hardware model may vary based on engineering design)	\$3,500.00	\$3,500.00
System Configurations	1	System Configurations - A successful configuration will consist of: Implementation design from discovery process - Engage stakeholders to define needs - importing all accessible cameras - name all objects by following the City's naming conventions - create camera views at the site or location level - Assist with implementing SSO integration and security roles - Assist with defining alerts and implementation	\$7,000.00	\$7,000.00
Training	1	Training - about 50 operators and 10 administrators - Unlimited virtual, on-demand training is available wit recorded sessions - Unlimited support calls are available with Avigilon technical support	\$1,500.00	\$1,500.00
		<u>Total Bid Proposal (not including optional items below, this is a one-time charge)</u>		\$974,740.00
		PAYMENT TERMS		

EXHIBIT A: SCOPE OF WORK

YEAR ONE	1	Motorola Avigilon Alta Enterprise Migration Bundle - 2000ea Alta Aware 5 YEAR Subscription Including 30 days cloud storage (per camera), real-time video-analytics & facial recognition - First Installment plus services and installation (due thirty (30) days after contract execution		\$498,370.00
YEAR TWO	1	Motorola Avigilon Alta Enterprise Migration Bundle - 2000ea Alta Aware 5 YEAR Subscription Including 30 days cloud storage (per camera), real-time video-analytics & facial recognition - Second Installment due one (1) year after the due date of the first installment		\$476,370.00
		PAYMENT TOTAL:		\$974,740.00
		ALTA AWARE CLOUD LICENSE - RECURRING LICENSE COST AFTER YEAR FIVE (pricing subject to change, discount level remains the same)		
AWA-CLD-1Y	1	Motorola Avigilon 1 YEAR Subscription to Alta Aware, per camera . Real-time video-analytics. Including 30 days cloud storage.	\$125.95	\$125.95
AWA-CLD-3Y	1	Motorola Avigilon 3 YEAR Subscription to Alta Aware, per camera . Real-time video-analytics. Including 30 days cloud storage.	\$351.47	\$351.47
AWA-CLD-5Y	1	Motorola Avigilon 5 YEAR Subscription to Alta Aware, per camera . Real-time video-analytics. Including 30 days cloud storage.	\$476.37	\$476.37
		ALTA AWARE ADDITIONAL CLOUD STORAGE OPTIONS  (pricing subject to change, discount level remains the same)		
AWA-CLD-STR-30-1Y	1	Motorola Avigilon 1 YEAR Subscription for 30 days additional Aware Cloud Storage . License is per camera (multi-channel devices require multiple licenses). Add multiple licenses for additional storage days on the same device.	\$125.98	\$125.98

EXHIBIT A: SCOPE OF WORK

AWA-CLD-STR-30-3Y	1	Motorola Avigilon 3 YEAR Subscription for 30 days additional Aware Cloud Storage . License is per camera (multi-channel devices require multiple licenses). Add multiple licenses for additional storage days on the same device.	\$372.60	\$372.60
AWA-CLD-STR-30-5Y	1	Motorola Avigilon 5 YEAR Subscription for 30 days additional Aware Cloud Storage . License is per camera (multi-channel devices require multiple licenses). Add multiple licenses for additional storage days on the same device.	\$619.21	\$619.21
		CLOUD CAMERAS (pricing & models subject to change, discount level remains the same)		
360-W-30	1	Motorola Avigilon Alta cloud-native camera - 360 White. 12MP resolution. 30 days retention. AI-powered, IR and advanced microphone array, indoor and outdoor, up to 10 year warranty with an active Aware license.	\$834.09	\$834.09
4.0C-H6A-PTZ-DC30-30	1	Motorola Avigilon Alta 4MP In-Ceiling PTZ Dome Camera, 30x zoom, 30 day storage, up to 10 year warranty with an active Aware license.	\$2,264.99	\$2,264.99
20C-H5A-4MH-30	1	Motorola Avigilon Alta 4 head 5MP , H5A Multisensor Camera; 30 day storage, up to 10 year warranty with an active Aware license.	\$1,821.14	\$1,821.14
24C-H5A-3MH-30	1	Motorola Avigilon Alta 3 head 8MP H5A Multisensor Camera; 30 day storage, up to 10 year warranty with an active Aware license.	\$1,704.55	\$1,704.55
15C-H5A-3MH-30	1	Motorola Avigilon Alta 3 head 5MP H5A Multisensor Camera; 30 day storage, up to 10 year warranty with an active Aware license.	\$1,406.45	\$1,406.45
5.0C-H6SL-BO2-IR-30	1	Motorola Avigilon Alta 5MP H6SL, 10.9-29 mm f/1.7 Integrated IR, Outdoor Bullet Camera; 30 day storage, up to 10 year warranty with an active Aware license.	\$846.02	\$846.02
5.0C-H6M-DO1-IR-30	1	Motorola Avigilon Alta 5MP, WDR, Day/Night, Outdoor Minidome, 2.99mm f/2.0, integrated IR Camera; 30 day storage, up to 10 year warranty with an active Aware license.	\$476.37	\$476.37
5.0C-H6SL-BO1-IR-30	1	Motorola Avigilon Alta 5MP H6SL, 3.4-10.5mm f/1.6, Integrated IR, Outdoor Bullet Camera; 30 day storage, up to 10 year warranty with an active Aware license.	\$780.89	\$780.89

EXHIBIT A: SCOPE OF WORK

5.0C-H6SL-DO1-IR-30	1	Motorola Avigilon Alta 5MP H6SL, 3.4-10.5mm f/1.6 Integrated IR, Outdoor Dome Camera; 30 day storage, up to 10 year warranty with an active Aware license.	\$708.89	\$708.89
FLEX-2MP-7	1	Motorola Avigilon Alta Flex White - 2MP AI-powered camera, color night vision and microphone, indoor only, up to 10 year warranty with an active Aware license.	\$172.30	\$172.30
BULLET-TE-W-4K-30	1	Motorola Avigilon Alta Bullet White, tele lens, 30 days onboard retention. 8MP (4K), AI-powered camera, IR and advanced microphone array, indoor and outdoor, up to 10 year warranty with an active Aware license.	\$1,060.65	\$1,060.65
		LPR LICENSE (pricing subject to change, discount level remains the same)		
LIC-LPR-CHAN-5Y	1	Motorola Avigilon Alta LPR license - 5 Year Subscription , per camera	\$1,179.89	\$1,179.89
		ACCESS CONTROL INTEGRATION LICENSE (pricing subject to change, discount level remains the same)		
ACI-INT-5Y	1	Motorola Avigilon Alta Access Control Integration Lic 5 Year Subscription - Does not include any licensing that may be required by your access control platform	\$2,623.01	\$2,623.01
		ANALOG CAMERA ENCODER (pricing & model subject to change, discount level remains the same)		
ENC-4P-H264	1	Motorola Avigilon 4-Port H.264 Analog Video Encoder with Audio Support - Functions: Audio Compression, Video Capturing, Video Encoding - BNC - 720 x 576 - NTSC/PAL - H.264, MPEG-4, MJPEG - Network (RJ-45) - Audio Line In - Audio Line Out - Rack-mountable - 3 year warranty	\$278.04	\$278.04
ENC-BRK1U	1	Motorola Avigilon 1U Mounting Bracket for Avigilon Analog Video Encoders	\$40.63	\$40.63

EXHIBIT A: SCOPE OF WORK

H264ENC-WARR-EXTEND-2YR	1	Motorola Avigilon H.264 Encoder 2 Years Extended Warranty	\$51.92	\$51.92

12. Project Implementation Timeline

Total Project Duration: 16 weeks from contract award to go-live

Phase 1: Project Initiation (Weeks 1-2)

- **Week 1:**
 - Contract execution and project kickoff
 - Detailed site surveys at all 7 NVR locations
 - Network infrastructure assessment
 - Stakeholder meetings and requirement validation
- **Week 2:**
 - Final system design approval
 - Equipment procurement initiation
 - Installation team mobilization
 - Staff notification and training schedule development

Phase 2: Infrastructure Deployment (Weeks 3-8)

- **Weeks 3-4: Hardware Installation**
 - NVR server installation at primary sites (Sites #1A, #2, #3)
 - Network infrastructure upgrades
 - Storage system configuration
 - Initial connectivity testing
- **Weeks 5-6: Software Installation**
 - VMS software deployment
 - Database configuration
 - User account creation and role assignment
 - Initial system testing
- **Weeks 7-8: System Integration**
 - Existing camera integration (priority locations)
 - Access control system connections
 - CAD system integration (Hexagon OnCall)
 - Comprehensive system testing

Phase 3: Analytics and Recognition Setup (Weeks 9-12)

- **Weeks 9-10: Video Analytics Deployment**
 - Analytics software installation across all sites
 - Rule configuration and testing

EXHIBIT A: SCOPE OF WORK

- Performance optimization
- Initial analytics validation
- **Weeks 11-12: Facial Recognition Implementation**
 - Facial recognition server deployment
 - Database integration and testing
 - Initial enrollment testing
 - Security and privacy compliance verification

Phase 4: Training and Testing (Weeks 13-15)

- **Week 13: Administrator Training**
 - System administration training (10 administrators)
 - Advanced configuration training
 - Troubleshooting and maintenance procedures
- **Week 14: Operator Training**
 - End-user training (50 operators)
 - Mobile application training
 - Standard operating procedures
 - Hands-on practical exercises
- **Week 15: User Acceptance Testing**
 - Comprehensive system testing
 - Performance validation
 - User acceptance sign-off
 - Issue resolution

Phase 5: Go-Live and Support (Week 16)

- **Week 16: System Go-Live**
 - Final system cutover
 - 24/7 support activation
 - Performance monitoring
 - Post-implementation review

Key Milestones:

- **Week 2:** Design approval and procurement start
- **Week 4:** Infrastructure installation complete
- **Week 8:** Core VMS operational
- **Week 12:** Full analytics deployment
- **Week 15:** User acceptance complete
- **Week 16:** System go-live

Risk Mitigation

- Parallel installation approach to minimize downtime
- Backup installation teams for critical timeline adherence
- Pre-configured equipment to accelerate deployment
- Comprehensive testing protocols at each phase

EXHIBIT B: INSURANCE REQUIREMENTS

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

I. COVERAGE TYPES AND AMOUNTS. The following are minimum coverage amounts:

- A. Professional Liability Insurance: Professional Liability Insurance including Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 aggregate.
- B. Cyber and Technical Errors & Omissions: \$3,000,000 aggregate.
- C. Comprehensive General Liability Insurance:
 - 1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 - 2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 - 3. General Aggregate Limit of \$4,000,000.
- D. Automobile Liability Insurance: Is required for this project.
- E. Excess/Umbrella Liability Insurance
 - 1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - 2. Limit of Liability: \$1,000,000 combined single limit of liability for each occurrence for bodily injury and/or property damage.
- F. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

II. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE: The policy endorsements listed below are required and must be selected on the coverage limits, listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance, or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

EXHIBIT B: INSURANCE REQUIREMENTS

- A. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile, except workers compensation insurance.
- B. Additional Insured - All policies of insurance shall be endorsed to name City of Mobile as an Additional Insured, except professional liability insurance, and workers compensation insurance.
- C. Primary Insurance - All policies of insurance shall be endorsed to provide that all such policies are primary and non-contributing with any other insurance maintained by the City of Mobile, except professional liability insurance and workers compensation insurance.
- D. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- E. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

REMAINDER OF THIS PAGE BLANK.

NEXT PAGES ARE CONTRACTOR EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2025

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 Hub International Gulf South 300 Concourse Boulevard Suite 300 Ridgeland, MS 39157	CONTACT NAME: Chelsea Lahr PHONE (A/C, No, Ext): (601) 707-2063 E-MAIL ADDRESS: chelsea.lahr@hubinternational.com FAX (A/C, No):
INSURED Office Management Systems, Inc. DBA Logista 327 Yorkville Rd E Columbus, MS 39702--7644	INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company NAIC # 25623 INSURER B: Charter Oak Fire Insurance Company 25615 INSURER C: Travelers Property Casualty Company of America 25674 INSURER D: The Travelers Indemnity Company of America 25666 INSURER E: Tokio Marine Specialty Insurance Company 23850 INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	H630A636742APHX24	12/13/2024	12/13/2025	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 ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	810A655089A24I3G	12/13/2024	12/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUPA638860A24I3	12/13/2024	12/13/2025	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 N	N / A	UBA638677124I3G	12/13/2024	12/13/2025	☒ PER STATUTE ☒ 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	Pollution Liability			PPK2289467-006	6/1/2025	6/1/2027	See Descr of Ops

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

CyberRisk Liability:

\$5,000,000 Aggregate

Privacy And Security

\$5,000,000 Limit with \$50,000 Retention

Technology Errors and Omissions

\$5,000,000 Limit with \$50,000 Retention

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
701 Saint Francis St.
Mobile, AL 36602

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Hub International Gulf South		NAMED INSURED Office Management Systems, Inc. DBA Logista 327 Yorkville Rd E Columbus, MS 39702--7644 Lowndes	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Pollution Liability

\$1,000,000 Per Contamination Incident

\$3,000,000 Aggregate

\$50,000 Retention

06/01/2014 Retroactive Date

City of Mobile is included as an Additional Insured for both ongoing and completed operations as required by contract in respect to all policies (except Workers Compensation and Professional Liability when applicable). Such coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

TRAVELERS CORP. TEL: 1-800-328-2189
 MM: INFO TECH
 COMMON POLICY DECLARATIONS
 ISSUE DATE: 12/24/24
 POLICY NUMBER: H-630-A636742A-PHX-24

INSURING COMPANY:
 THE PHOENIX INSURANCE COMPANY

1. NAMED INSURED AND MAILING ADDRESS:
 OFFICE MANAGEMENT SYSTEMS, INC
 DBA LOGISTA
 327 YORKVILLE ROAD EAST
 COLUMBUS, MS 39702

2. POLICY PERIOD: From 12/13/24 to 12/13/25 12:01 A.M. Standard Time at
 your mailing address.

3. LOCATIONS

Premises	Bldg.			
Loc. No.	No.	Occupancy		Address
SEE IL T0 03				

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

DELUXE PROPERTY COVERAGE PART DECLARATIONS	DX T0 00 11 12 PHX
COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS	CG T0 01 11 03 PHX
EMPLOYEE BENEFITS LIABILITY COV PART DECLARATIONS	CG T0 09 09 93 PHX
COMMERCIAL INLAND MARINE COV PART DECLARATIONS	CM T0 01 07 86 PHX

5. NUMBERS OF FORMS AND ENDORSEMENTS
 FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
 containing its complete provisions:

Policy	Policy No.	Insuring Company

DIRECT BILL
 7. PREMIUM SUMMARY:

Provisional Premium	\$
Due at Inception	\$
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER:
 HUB INT L GULF SOUTH (XL426)
 300 CONCOURSE BLVD STE 300
 RIDGELAND, MS 39157

COUNTERSIGNED BY:

 Authorized Representative

DATE: _____

IL T0 02 11 89 (REV. 09-07) PAGE 1 OF 1
 OFFICE: ATLANTA

POLICY NUMBER: H-630-A636742A-PHX-24

EFFECTIVE DATE: 12-13-24

ISSUE DATE: 12-24-24

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL T0 03 04 96	LOCATION SCHEDULE

DELUXE PROPERTY

DX T0 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX 00 03 07 94	DELUXE PROP COV PART SCHED-SPECIF LIMITS
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BI (AND EE) COVERAGE FORM
DX T3 37 11 12	WINDSTORM OR HAIL DEDUCTIBLE
DX T4 15 11 12	CRIME ADDITIONAL COVERAGE
DX T4 16 11 12	TECH INDUSTRY DD AND COL EXTENSION
DX T4 17 11 12	TECH INDUSTRY BI AND EE EXTENSIONS
DX T4 02 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
DX 01 92 11 12	ALABAMA CHANGES
DX 01 94 01 20	GA CHANGES
DX T3 98 01 23	ELECTRONIC VANDALISM LIMIT & OTHER CHANG

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COV FORM
CG D4 37 09 21	AOCB-LIMTD PERS AND ADV INJ LIAB-TECH
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D2 46 04 19	BLANKET AI-W/COMP OPS IF REQ BY CONTRACT
CG D4 17 02 19	XTEND END FOR TECHNOLOGY
CG D4 21 07 08	AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D9 44 01 23	EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS
CG D0 76 06 93	EXCLUSION-LEAD
CG D1 42 02 19	EXCLUSION-DISCRIMINATION

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM

POLICY NUMBER: H-630-A636742A-PHX-24

EFFECTIVE DATE: 12-13-24

ISSUE DATE: 12-24-24

EMPLOYEE BENEFITS LIABILITY (CONTINUED)

CG D9 48 01 23 EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS

INLAND MARINE

CM B0 72 02 18 MISC PROPERTY COVERAGE FORM DEC
CM B0 96 01 21 CONTRACTORS EQUIPMENT COVERAGE FORM DEC
CM B0 97 01 21 CONTRACTORS EQUIPMENT SUPPLEMENTAL DEC
CM T0 11 08 05 TABLE OF CONTENTS
CM 00 01 09 04 COMMERCIAL INLAND MARINE CONDITIONS
CM T2 39 01 16 MISCELLANEOUS PROPERTY COVERAGE FORM
CM T2 42 01 21 CONTRACTORS EQUIPMENT COVERAGE FORM
CM U3 59 01 21 WINDSTORM OR HAIL DEDUCTIBLE
CM U6 17 01 23 ELECTRONIC VAND LIMITATION & OTHER CHGS
CM T3 98 01 21 FEDERAL TERRORISM RISK INSURANCE ACT DIS
CM U6 41 01 23 DIGITAL ASSETS EXCL - DIGITAL CURRENCY

INTERLINE ENDORSEMENTS

IL T0 63 07 22 ACTUAL CASH VALUE
IL T3 68 01 21 FED TERRORISM RISK INS ACT DISCLOSURE
IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21 CAP ON LOSSES FROM CERT ACTS OF TERRORIS
IL T4 27 06 19 ADDITIONAL BENEFITS
IL T4 40 10 20 PROTECTION OF PROPERTY
IL T3 82 05 13 EXCL OF LOSS DUE TO VIRUS OR BACTERIA
IL F0 90 02 11 MISSISSIPPI CHANGES
IL F1 54 12 22 ACTUAL CASH VALUE DEFINITION - GEORGIA
IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL T3 55 05 13 EXCLUSION OF CERTAIN COMPUTER LOSSES
IL T9 43 12 06 MS CHANGES-CANCELLATION & NONRENEWAL

POLICYHOLDER NOTICES

PN T1 89 02 23 JURISDICTIONAL INSP & CONTACT INFO REQ
PN T1 94 12 21 IMPORTANT NOTICE - LEAD EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

- 2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



Declarations

Policy No. ZPL-16P97746-24-13

This Policy consists of this Declarations and one or more Coverage Declarations and Coverage forms. It may also include one or more Common Conditions or endorsements. In consideration of the premium, the Insurer provides this Policy, which is the entire agreement between the Insurer and the Insured.

Insurer Throughout this Policy, Insurer means **Travelers Property Casualty Company of America**, which is a capital stock company located in Hartford, Connecticut.

Named Insured Throughout this Policy, Named Insured means:
OFFICE MANAGEMENT SYSTEMS INC

Principal Address 327 YORKVILLE ROAD EAST
COLUMBUS MS 39702

Policy Period Inception: December 13, 2024
Expiration: December 13, 2025
12: 01 A. M. local time both dates at Principal Address.

Notices To The Insurance Travelers Insurance
Attn: Business Torts Claims, SB03T
385 Washington St
St Paul MN 55102
first.report@travelers.com
www.travelers.com
Claim telephone: 1-800-238-6225

Producer Information HUB INT'L GULF SOUTH
300 CONCOURSE BLVD STE 300
RIDGELAND MS 39157

Authorized officers of the Insurer:

President

Secretary

Countersigned By

Forms attached at issuance:

Form Number	Form Title
ILT801 Ed. 10-93	Forms, Endorsements And Schedule Numbers (Note: This contains all forms attached at issuance.)

Claims-Made: The Liability Insuring Agreements are provided on a Claims-Made basis, and cover only *Claims* first made during the *Policy Period*, or any applicable extended reporting period. Please read the Policy.

Defense Within Limits: The Limit available to pay settlements or judgments will be reduced, and may be completely exhausted, by *Defense Costs*, and any retention will be applied against *Defense Costs*.

A limit left blank for a coverage means that such coverage is not included. An entry for any other provision left blank means that such provision does not apply.

The Insurer has the duty to defend *Claims*.

CyberRisk Aggregate Limit: \$5,000,000

Liability	Limit	Retention
Privacy and Security	\$5,000,000	\$50,000
Payment Card Costs		Subject to Privacy And Security Retention
Media	\$5,000,000	\$50,000
Technology Errors And Omissions	\$5,000,000	\$50,000
Regulatory Proceedings	\$5,000,000	\$50,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$5,000,000	\$50,000
Computer and Legal Experts	\$5,000,000	\$50,000
Betterment		
Cyber Extortion	\$5,000,000	\$50,000
Data Restoration	\$5,000,000	\$50,000
Public Relations	\$5,000,000	\$50,000
Cyber Crime	Limit	Retention
Computer Fraud	\$250,000	\$25,000
Funds Transfer Fraud	\$250,000	\$25,000
Social Engineering Fraud	\$250,000	\$25,000
Telecom Fraud	\$250,000	\$25,000
Business Loss	Limit	Retention
Business Interruption	\$5,000,000	
Dependent Business Interruption	\$2,500,000	
Dependent Business Interruption	\$2,500,000	
- System Failure		
Dependent Business Interruption	\$1,000,000	
- Outsource Provider		
Dependent Business Interruption	\$1,000,000	
- Outsource Provider		
- System Failure		
Reputation Harm	\$1,000,000	\$50,000

System Failure \$5,000,000

Additional First Party Provisions

Accounting Costs Limit:

Betterment Coparticipation: %

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

Business Loss Retention:

Emergency Costs Limit:

Knowledge Date: December 13 2024

P&P Date:

Retro Date: November 13 2012

Extended Reporting Period

Months	Percentage of Annualized Premium
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POLICY NUMBER: ZPL-16P97746-24-I3**EFFECTIVE DATE:** 12/13/24**ISSUE DATE:** 01/02/25

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

This listing shows the number of forms, schedules and endorsements by line of business.

AF E1 50 01 06 20	DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
AF E1 90 30 09 20	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE ENDORSEMENT
AF E1 90 29 07 19	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT

PROFESSIONAL

CY B1 50 01 T 06	CYBERRISK DECLARATIONS
CY B1 60 02 T 06	CYBERRISK TECH COVERAGE TABLE OF CONTENTS
CY B1 60 02 06 20	CYBERRISK TECH COVERAGE
AF E1 60 01 01 19	GENERAL CONDITIONS
AF E1 70 14 06 20	MISSISSIPPI CHANGES ENDORSEMENT
AF E1 90 15 01 19	ADD SPECIFIED INSURED ENTITY
AF E1 90 20 01 19	SPECIFIED RETRO DATE ENDORSEMENT
CY B1 91 02 06 20	DEPENDENT BUSINESS INTERRUPTION - SYSTEM FAILURE ENDORSEMENT
CY B1 91 04 06 20	DEPENDENT BUSINESS INTERRUPTION - OUTSOURCE PROVIDER WITH SYSTEM FAILURE ENDORSEMENT
CY B1 91 23 05 19	BRICKED EQUIPMENT ENDORSEMENT
CY B1 91 24 09 19	EXCLUDE VIOLATIONS OF THE ILLINOIS BIOMETRIC INFORMATION PRIVACY ACT
CY B1 91 40 06 20	EXCLUDE SPECIFIED HEALTHCARE PRODUCTS ENDORSEMENT
CY B1 91 41 06 20	LIMIT COVERAGE TO MEDICAL AND BIOTECHNOLOGY PRODUCTS AND SERVICES ENDORSEMENT
CY B1 91 42 06 20	EXCLUDE OFF-LABEL USE OF TECHNOLOGY PRODUCTS ENDORSEMENT
CY B1 91 49 08 24	TECHNOLOGY ERRORS AND OMISSIONS-BODILY INJURY EXCLUSION ENDORSEMENT
CY B1 91 51 06 20	EXCLUDE JOINT VENTURES AND LLPS ENDORSEMENT

EXHIBIT C: E-VERIFY



Company ID Number:440642

Client Company ID Number:1149333



E-VERIFY IS A SERVICE OF DHS AND SSA

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Impressions Solutions INC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

EXHIBIT C: E-VERIFY



Company ID Number:440642

Client Company ID Number:1149333

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

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perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

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Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
 14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
 15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
 16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
 17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
 18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.
- Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
 20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
 21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

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under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

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- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

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3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

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- allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

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8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

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software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

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2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

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- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Impressions Solutions INC (Employer) hereby designates and appoints Kristi Silvestri (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

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If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Office Management Systems, Inc	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent	
S & W PAYROLL SERVICES LLC	
Name (Please Type or Print)	Title
Kristi Silvestri	
Signature	Date
Electronically Signed	May 25, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

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Company ID Number:440642

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Office Management Systems, Inc
Company Facility Address	327 Yorkville Rd E Columbus, MS 39702
Company Alternate Address	327 Yorkville Rd E Columbus, MS 39702
County or Parish	Lowndes
Employer Identification Number	64-0679888
North American Industry Classification Systems Code	42430 and 541512
Parent Company	
Number of Employees	150-200
Number of Sites Verified for	1

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Mississippi	1
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EXHIBIT C: E-VERIFY



Company ID Number:440642

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

Name	William McDade
Phone Number	(662) 244-6615
Fax Number	
Email Address	rmcdade@logistasolutions.com

Name	Annette Deason
Phone Number	(662) 244-6615
Fax Number	
Email Address	adeason@logistasolutions.com



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Gina Gregory, Councilmember
Spiro Cheriogotis, INACTIVE
Samantha Ingram
Beau Reynolds

Purpose and Scope of Project:

Approve contract with Sawgrass Consulting, LLC for engineering consulting services.

Amount of Contract:

\$1,198,685.00

Funding Source

RSF26CW

ATTACHMENTS:

1. 2026-3005-01 2026 CIP Resurfacing Council Districts 1, 2, 3, 4, 5 and 7 (Sawgrass Consulting, LLC) contract

REVIEWERS:

Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2026 CIP Resurfacing Council Districts 1, 2, 3, 4, 5, and 7

COM Project: 2026-3005-01

PROJECT #: RSF26CW DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Consulting Services

CONTRACT AMOUNT: \$1,198,685.00

VENDOR NAME: Sawgrass Consulting, LLC

VENDOR NUMBER: 293775

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y N **X**; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Jessica White Date: 10/31/2024

2025

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Council members Cory Penn, Samantha Ingram, C.J. Small,
Ben Reynolds, Beau Fleming, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for Engineering Consulting Services between the City of Mobile and Sawgrass Consulting, LLC., attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

Name of Company: Sawgrass Consulting, LLC.

Project Name: 2026 CIP Resurfacing Council Districts 1, 2, 3, 4, 5 and 7
COM Project # 2026-3005-01

Estimated Cost: \$1,198,685.00

ADOPTED:

City Clerk



**2026 CIP RESURFACING
COUNCIL DISTRICTS 1, 2, 3, 4, 5 and 7**

PROJECT NO. 2026-3005-01

**ENGINEER:
SAWGRASS CONSULTING, LLC.**



DESIGN PROFESSIONAL SERVICES CONTRACT

This AGREEMENT made and entered into as of the date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **SAWGRASS CONSULTING, LLC.** (hereinafter called the “ENGINEER”).

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

WHEREAS, **SAWGRASS CONSULTING, LLC.** is uniquely qualified in the business of professional engineering services.

WHEREAS, the City of Mobile desires to engage **SAWGRASS CONSULTING, LLC.** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform professional engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **SAWGRASS CONSULTING, LLC**.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER as set out in Section III.

PROJECT – 2026 CIP RESURFACING - COUNCIL DISTRICTS 1, 2, 3, 4, 5 and 7, City of Mobile Project No. 2026-3005-01. This CONTRACT is for engineering design and construction inspection of roadway resurfacing, intersection improvements, and associated roadway infrastructure repairs for multiple locations. (See Exhibit A for approximate locations). The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. SCOPE OF SERVICES TO BE PERFORMED

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers, and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the

ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers, or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

- A. Design Phase
- B. Pre-Bid to Pre-Construction Phase
- C. Construction Phase

A. DESIGN PHASE

1. GENERAL

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. PRELIMINARY ENGINEERING AND GENERAL REQUIREMENTS

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

- a. Perform a field evaluation to determine the conditional state of the described streets identified in Exhibit A. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies, and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvements that should be included to properly resurface streets.
- b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of

quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the **Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, latest Edition.**

- c. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This preparation requires the determination of project needs to achieve ADA compliance with **City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way**, to an extent that is feasible and practical.
- d. Preparation of ADA improvement plans as required along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.
- e. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners.
- f. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.
- g. Identify all permits required by federal, state, and local agencies to complete the PROJECT.
- h. Prepare a plan outlining the specifications for any necessary subsurface explorations consisting of borings, lab tests, and reports as required for design of the PROJECT.
- i. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.
- j. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.
- k. If needed, prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices

(BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size, and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.

- l. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if a required plan is excluded from the project bid package.
- m. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.
- n. Ensure that the CONTRACTOR prepares and submits to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with **Part VI of the Manual on Uniform Traffic Control Devices, latest edition**. The approved plan shall be included in the construction costs for Traffic Control.
- o. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. PLANS AND SPECIFICATIONS

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section II. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements, and repairs to associated infrastructure at the identified project shown in Exhibit A.

The plans will show all existing and proposed utilities in the project area, if utilities are being modified. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD

SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence, and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at the **60%** and **100%** stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

- (1) **60% Design Submittal** (approximately 60% completion) shall be made no later than **Eight (8) weeks** after notice to proceed. 60% Map book preparation and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.

- (2) **100% Design Submittal** (Issued for Bid Package) shall be made no later than **Three (3) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.

- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

- c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed, or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

- 1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. The ENGINEER shall coordinate the advertisement for bidders, hold a pre-bid conference, perform the bid letting, and issue a certified bid tab for recommendation to award. Multiple sets of bid documents shall be prepared and distributed to all interested vendors.
 - b. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - c. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

- d. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. The ENGINEER shall check each Contractor to assure each is properly licensed. A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
- e. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.
- f. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
- g. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
- h. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the original bid documents, with the CONTRACTOR's original signatures. All 5 sets shall contain original signatures and original seals. The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
- i. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. QUALITY ASSURANCE

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all the personnel involved in the construction phase of the project are familiar with the provisions of the STANDARD SPECIFICATIONS.

2. COMPLIANCE WITH PLANS AND SPECIFICATIONS

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. If needed, the ENGINEER shall show on the plans any supply lines and/or grade changes for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services for this PROJECT, as required.
- c. The ENGINEER shall insure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review and verify quantities, prepare construction invoices, and certify accuracy for submittal to, approval, and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the PROJECT.

4. PROJECT OBSERVATION/INSPECTION

- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The

ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers, or agents are the sole responsibility and liability of the ENGINEER.

- b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.
- c. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications, and reports of the ENGINEER relating to the PROJECT.
- d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- e. The ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements. The INSPECTOR shall keep a daily report of the work accomplished each day and report weather days lost.

- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a Progress Report for the month.
- i. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- j. The INSPECTOR will note and ensure that all tickets of asphalt delivered to the site are signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the asphalt materials to be installed.
- k. The ENGINEER shall require the CONTRACTOR to check all the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- l. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

2. PROGRESS REVIEW

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly progress time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR..
- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.
- c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.
- e. The ENGINEER will review and respond accordingly to 311 or Service Request Orders related to the project. The ENGINEER will account and provide resolution with the CONTRACTOR and City engineering personnel as needed. A written response to each SRO will be logged and submitted with the Close Out documents.

6. PROJECT CLOSEOUT

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As- Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.

- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the “As Built” plans to the CITY ENGINEER. Method and manners by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.
- c. The ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession.
- d. The ENGINEER agrees to diligently provide all materials, services, and labor for the performance of **2026 CIP RESURFACING - COUNCIL DISTRICTS 1, 2, 3, 4, 5, AND 7** (the “Project”), in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.
- e. The CITY ENGINEER, or his/her designated representative, shall be the City’s Project Manager and shall provide specific tasking to the ENGINEER with respect to these services.

7. ADDITIONAL SERVICES

- a. The ENGINEER, shall provide additional professional services outside the listed scope that may be required during the PROJECT. These services shall be at the direction of the CITY ENGINEER and issued via Task Order Agreement.

III. TERM OF AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V services. The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the ENGINEER each bind itself, its successors, and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

IV. COMPENSATION

- A. The City shall pay the ENGINEER for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed **\$1,198,685.00** for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Engineering Department.
- B. Notwithstanding the preceding, ENGINEER shall perform no work under this Contract until receipt of a notice to proceed. ENGINEER acknowledges and agrees that no minimum amount

of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

V. METHOD OF PAYMENT AND ADDITIONAL SERVICES

A. The City shall pay the ENGINEER through payment issued by City upon receipt of the ENGINEER's invoice and written approval of same by the City's Engineering Department indicating that services have been rendered in conformity with this Contract. Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. The Fee Disbursement Schedule attached hereto as Exhibit C, sets out the maximum amount to be disbursed for work performed under Section II, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section II of this CONTRACT. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design. Work performed in Section II.A of this CONTRACT shall not exceed **\$341,600.00 (Three Hundred Forty-One Thousand Six Hundred Dollars and Zero Cents)**.
 - b. ENGINEER shall perform Pre-Bid to Pre-Construction Phase services in accordance with Section II of this CONTRACT. Payment for work performed in Section II.B of this CONTRACT shall not exceed **\$7,560.00 (Seven Thousand Five Hundred Sixty Dollars and Zero Cents)**.
 - c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been

received and retainage is released to the CONTRACTOR. See EXHIBIT E for requirements for closing the PROJECT. Payment for work performed in Section II.C of this Agreement shall not exceed **\$789,525.00 (Seven Hundred Eighty-Nine Thousand Five Hundred Twenty-Five Dollars and Zero Cents)**.

- d. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.
- B. The ENGINEER shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit C, Fee Schedule, attached hereto and incorporated herein.
 - C. The ENGINEER's invoices shall be in a form satisfactory to the City's Engineering Department who shall initiate disbursements. The ENGINEER is responsible for providing all necessary documentation that may be required by the City.
 - D. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the ENGINEER and the City's authorized agent.
 - E. If the City's Engineering Department requires the ENGINEER to perform additional services related to this Contract, then the ENGINEER shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the ENGINEER. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the ENGINEER, the ENGINEER shall not be entitled to additional compensation.
 1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed **\$60,000.00 (Sixty Thousand Dollars and No Cents)**.
 2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

VI. LIABILITY OF ENGINEER

- A. The ENGINEER shall indemnify and hold harmless CITY, its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

VII. ENGINEER'S INSURANCE.

- A. ENGINEER shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

VIII. RESPONSIBILITIES OF THE ENGINEER

- A. The personnel assigned by the ENGINEER to perform the services of this Contract shall comply with the terms set forth in this Contract. The ENGINEER shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the ENGINEER's key personnel must receive the CITY ENGINEER's written approval before said changes or substitution can become effective.
- B. The ENGINEER agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The ENGINEER warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the ENGINEER), to solicit or secure this

Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the ENGINEER; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

- D.** ENGINEER agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a ENGINEER's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the ENGINEER from consideration for award of future contracts in accordance with Alabama competitive bid law if the ENGINEER does not abide by the terms of this contract.
- E.** The ENGINEER shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F.** The ENGINEER shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the ENGINEER's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G.** The ENGINEER is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. ENGINEER is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the ENGINEER's sole direction, supervision, and control. The ENGINEER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENGINEER's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The ENGINEER shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

- A.** Time is of the essence in the performance of this Contract. The ENGINEER specifically agrees that contract time will begin on the date the Notice to Proceed is issued. ENGINEER also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed as outlined in Section V.

X. LIQUIDATED DAMAGES

N/A

XI. FORCE MAJEURE

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

XII. OBLIGATIONS OF CITY

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

XIII. TERMINATION

- A.** The City shall have the right at any time upon thirty (30) calendar day's written notice to the ENGINEER to terminate the services of the ENGINEER. The City shall pay to the ENGINEER and the ENGINEER shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

- B.** Any failure of the ENGINEER to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the ENGINEER shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C.** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIII.A. above.
- D.** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the ENGINEER and the ENGINEER shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E.** In the event that the ENGINEER has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the ENGINEER indicating its intention to do so. Payment for work performed prior to the ENGINEER's abandonment shall be as stated above. ENGINEER shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F.** The ENGINEER shall have the right to terminate services only in the event of the City failing to pay the ENGINEER's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G.** After consultation with and written Notice to the ENGINEER providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the ENGINEER's work not performed in accordance with the requirements of this Contract; 2. The quantity of the ENGINEER's work not delivered or performed as represented in the ENGINEER's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by ENGINEER; 5. The ENGINEER's failure or refusal to perform any other obligation under this Contract.

XIV. DISPUTE RESOLUTION

- A.** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may

enter into mediation in Mobile, Alabama, with the parties sharing equally in the cost of such mediation.

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

XV. VENDOR WARRANTY

N/A

XVI. SUSPENSION/STOP WORK ORDER

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

A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the ENGINEER to resume work within ninety (90) days, the ENGINEER may terminate this Contract.

XVII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the City Engineer or the Director's designated representative, Engineering Project Manager.
- B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

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

ENGINEER:

SAWGRASS CONSULTING, LLC.
c/o STEPHEN J. DELAHUNTY
ENGINEER's Authorized Agent
30673 Sgt. E.I. Boots Thomas Drive
Spanish Fort, AL 36527

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

XVIII. DEFAULT/ BREACH.

- A. Default, for purposes of this contract, shall include, but is not limited to, any of the following:
1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including

state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

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

XX. WITHHOLDING PAYMENT DUE

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

XXI. CURE PLAN

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

XXII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- A. N/A

XXIII. PEER REVIEW/VALUE ENGINEERING

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

XXIV. ANTI-BOYCOTT

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

XXV. NON-DISCRIMINATION

- A. ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all ENGINEERs performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do

the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXVI. COMPLIANCE WITH IMMIGRATION LAW

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

XXVII. E-VERIFY

- A. By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

XXVIII. SOURCE OF FUNDS FOR PAYMENT

- A. The source of funds for payment by CITY under this contract are on hand at the time of the execution of this CONTRACT. The funding source is **RSF26CW** – project budget is **\$11,541,200.00** – includes design/CE&I – testing - construction

XXIX. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges, or interest to any third party.

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

agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter.

- O. **Binding Effect.** The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q. **Amendment and Waiver.** This Agreement may be amended, modified, or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R. **Attorney's Fees and Costs.** If the City is required to take legal action to enforce this contract, the ENGINEER agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. **Non-Waiver of Rights.** Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T. **Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.
- U. **NON-ASSIGNMENT.** The City and ENGINEER each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- V. **This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.**

W. E-BUILDER. The City utilizes E-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> ENGINEER shall use E-Builder as an essential component to project management with the City of Mobile.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

SAWGRASS CONSULTING, LLC

BY:

Stephen J Delahunty
Its Authorized Agent

Date:

10/29/25

Print Name: Stephen J Delahunty, P.E.

ACKNOWLEDGEMENT

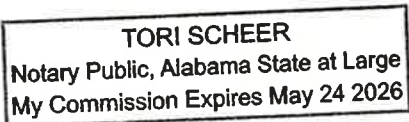
The State of Alabama }

Mobile County }

I, Tori Scheer, a Notary Public, in and for said County in said State, hereby certify that Stephen J Delahunty, whose name as Authorized Agent of Sawgrass Consulting LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 29 day of October, 2025

(Seal)



Tori Scheer
Notary Public

CITY OF MOBILE, A Municipal Corporation

BY:

Spiro Cheriogotis, Mayor

Date:

ATTEST:

City Clerk

Date:

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT ESTIMATE

EXHIBIT C: FEE SCHEDULE AND SUMMARY OF HOURLY RATES

EXHIBIT D: INSURANCE REQUIREMENTS AND CERTIFICATIONS

EXHIBIT E: CLOSEOUT DOCUMENTS

EXHIBIT F: E-VERIFY DOCUMENTS

EXHIBIT G: NOT USED

EXHIBIT H: CONTACTOR'S PROPOSAL

EXHIBIT A: SCOPE OF SERVICES

Street	Begin Project	End Project
DISTRICT 1		
PICKETT DR	WOLF RIDGE RD	HOLLEMAN DR
HOLLEMAN DR	WOLF RIDGE RD	PICKETT DR
BAKER RD	HAMILTON RD	PICKETT DR
WOLF RIDGE RD	HOLLEMAN DR	PICKETT DR
HAMILTON RD	HOLLEMAN DR	PICKETT DR
HOLLEMAN CIR S	HOLLEMAN DR	HOLLEMAN DR
HOLLEMAN CIR	HOLLEMAN DR	HOLLEMAN DR
ISABELLA LN	MOFFETT RD	MOFFETT RD
POATES PL	ISABELLA LN	POATES PL
STIMPSON LN	MOFFETT RD	NORWOOD LN
POPLAR ST	LOEFFLER ST	MC LEMORE ST
COTTON ST	WESTERN DR	MOBILE ST
FILLINGIM ST	LOEFFLER ST	MOBILE ST
MCKINNEY ST	FARRELL ST	MCKINNEY ST
LOEFFLER ST	FILLINGIM ST	LOEFFLER ST
FARRELL ST	MILL ST	POPLAR ST
MC LEMORE ST	MILL ST	POPLAR ST
MAY ST	MILL ST	MAY ST
PIERPOINT DR	PIERPOINT DR	CULLEN DR
GRAF BLVD	CULLEN DR	S SAGE AVE
COLBURN DR	COLBURN DR	CULLEN DR
BAINBRIDGE CT	COLBURN DR	BAINBRIDGE CT
CULLEN DR	COLBURN DR	PIERPOINT DR
FELDER PL	FELDER PL	DAUPHIN ST
ELIZABETH PL	ELIZABETH PL	DAUPHIN ST
BENEDICT PL	BENEDICT PL	DAUPHIN ST
AUDUBON PL	AUDUBON PL	DAUPHIN ST
JAPONICA AVE	JAPONICA AVE	DAUPHIN ST

DISTRICT 2

CALLAHAN DR	N DR MARTIN L KING JR DR	TELEGRAPH RD
CENTER ST	MOBILE INFIRMARY CIR	ST STEPHENS RD
NEW HAMILTON ST	N MONTEREY ST	FEARNWAY ST
FEARNWAY ST	NEW HAMILTON ST	N CATHERINE ST
FEARNWAY ST	FEARNWAY ST	OLD SHELL RD
NEW ST FRANCIS ST	N GEORGIA AVE	NEW ST FRANCIS ST
N GEORGIA AVE	DAUPHIN ST	OLD SHELL RD
CHURCH ST	S WASHINGTON AVE	WATER ST
S DEARBORN ST	CHURCH ST	CONTI ST
S WARREN ST	CHURCH ST	CONTI ST
S CEDAR ST	CHURCH ST	CONTI ST
S LAWRENCE ST	CHURCH ST	CONTI ST
S HAMILTON ST	CHURCH ST	GOVERNMENT ST
S FRANKLIN ST	CHURCH ST	GOVERNMENT ST
BROWN ST	S MONTEREY ST	S ANN ST
HUNTER AVE	WILLIAMS ST	S MONTEREY ST

DISTRICT 3

COURTNEY ST	W TANGLEWOOD DR	PLEASANT VALLEY RD
ROWELL ST	FAIRMONT ST	PLEASANT VALLEY RD
CLOVERDALE DR	POLLARD LN	PLEASANT VALLEY RD
W TANGLEWOOD DR	W TANGLEWOOD DR	PLEASANT VALLEY RD
E TANGLEWOOD DR	E TANGLEWOOD DR	COURTNEY ST
FAIRMONT ST	ROWELL ST	PLEASANT VALLEY RD
KARAGAN DR	HALLS MILL RD	N STUART DR
N GULF TERRA DR	W GULF TERRA DR	E GULF TERRA DR
GULF DR	W GULF TERRA DR	N STUART DR
GULF TERRA DR	NAVCO RD	S GULF TERRA DR
S GULF TERRA DR	GULF TERRA DR	E GULF TERRA DR
NORTONS LN	NAVCO RD	NORTONS LN
S STUART DR	W STUART DR	S STUART DR
W GULF TERRA DR	GULF TERRA DR	N GULF TERRA DR
GULF TERRA CT	S GULF TERRA DR	GULF TERRA CT
E GULF TERRA DR	S GULF TERRA DR	N GULF TERRA DR
W STUART DR	S STUART DR	GULF DR
N STUART DR	GULF DR	N STUART DR
N WOODLAWN DR	W WOODLAWN DR	DAUPHIN ISLAND PKWY
S WOODLAWN DR	W WOODLAWN DR	N WOODLAWN DR
HIGHLAND CT	HIGHLAND CT	S WOODLAWN DR
W WOODLAWN DR	S WOODLAWN DR	W WOODLAWN DR
E WOODLAWN DR	S WOODLAWN DR	N WOODLAWN DR
VICTORY CT	W VICTORY DR	E VICTORY DR
E VICTORY DR	E VICTORY DR	W VICTORY DR
W VICTORY DR	E VICTORY DR	DAUPHIN ISLAND PKWY
VICTORY DR	W VICTORY DR	HALLS MILL RD
WEBB AVE	WEBB AVE	DAUPHIN ISLAND PKWY
RIDGE ST	WEBB AVE	RIDGE ST
BOUDOUSQUIE ST	MCVAY DR N	WEBB AVE

DISTRICT 4

SPRING CREEK CIR	END	COTTAGE HILL RD
OAKLEIGH TRACE CT	END	KNOLLWOOD DR
GRANADA AVE	KNOLLWOOD DR	COTTAGE HILL RD
HERON LAKES DR	SKYWOOD DR	HERON LAKE CIR
HERON LAKES CIR	HERON LAKES DR	GRAND HERON WAY
YELLOW HERON LN	HERON LAKES CIR	HERON LAKE CIR
GRAND HERON WAY	HERON LAKES CIR	GRAND HERON CT W
GRAND HERON CT W	END	END
APEX DR	RADIAN DR	HILLANDALE DR
RADIAN DR	APEX DR	REGENCY DR
SHAN DR S	END	SHAN DR E
KNOB HILL DR	END	GOVERNMENT BLVD
E BIRCHWOOD DR	END	E BIRCHWOOD DR
W BIRCHWOOD DR	HILLANDALE DR	N BIRCHWOOD DR
FATHBROOK LN	END	END
FIELDWOOD DR	S MONTCLAIR CIR	SHAN DR S
MONTCLAIR CIR E	KNOB HILL DR	SHAN DR S
US-90 DR	END	END
SHAN DR E	SHAN DR S	BELVEDERE ST
BELVEDERE ST	COALESWAY DR	SHAN DR E
WINCHESTER DR	CRESTVIEW DR	BELVEDERE ST
APEX CT	END	APEX DR
REGENCY DR	APEX DR	E BIRCHWOOD DR
HILLANDALE DR	SHAN DR S	E BIRCHWOOD DR
S MONTCLAIR CIR	SHAN DR S	MONTCLAIR CIR E
FALOW RD	E BIRCHWOOD DR	END
N BIRCHWOOD DR	W BIRCHWOOD DR	E BIRCHWOOD DR
COALSWAY DR	KNOB HILL DR	SHAN DR E
MONTPELIER ST	COALESWAY DR	SHAN DR E
CRESTVIEW DR	GOVERNMENT BLVD	SHAN DR E
ROLAND DR	BELVEDERE ST	END

AUDUBON DR	AUDUBON DR E	HIGGINS RD
AUDUBON DR E	END	END
TODD ACRES SRV RD	END	TODD BLVD
RIVER LANDING DR	TODD ACRES SRV RD	HENNING DR S
HENNING DR W	RIVER LANDING DR	HENNING DR N
HENNING DR E	HENNING DR S	HENNING DR N
TODD ACRES DR	RANGELINE RD	END
WORTH DR	HENNING DR N	END
DAWSON DR	TODD BLVD	END
HENNING DR W	SERVICE RD	HENNING DR W
HENNING DR S	RIVER LANDING DR	HENNING DR E
HENNING DR N	HENNING DR W	HENNING DR E
TODD BLVD	TODD ACRES SRV RD	WORTH DR
BELLINGRATH RD	BELLINGRATH RD	CARRY HAMILTON RD
CARY HAMILTON RD	OLD MILITARY RD	OLD ROCK RD
PECAN GROVE AVE	OLD MILITARY RD	WASHINGTON BLVD
GIPSON RD	OLD MILITARY RD	WASHINGTON BLVD
SMITH ALLEY	SMITH ALLEY	WASHINGTON BLVD
OLD ROCK RD	GOVERNMENT BLVD	GOVERNMENT BLVD
BROWN LN	GIPSON RD	SMITH ALLEY

DISTRICT 5

CARMEL DR N	RIDGELAWN DR W	E CARMEL DR
WINSLOW DR	SPRING PARK DR S	PINE CT
SPRING PARK DR S	RIDGELAWN DR W	WINSLOW DR
PINE CT	RIDGELAWN DR W	CARMEL DR N
MUMS CT	RIDGELAWN DR W	MUMS CT
RAVINE CT	RIDGELAWN DR W	RAVINE CT
BABS ST	BABS ST	RIDGELAWN DR W
RIDGELAWN DR	RIDGELAWN DR W	RIDGELAWN DR E
OAKLAND AVE	RIDGELAWN DR E	OLD SHELL RD
BEXLEY LN	RIDGELAWN DR E	AUSTILL AVE
WOODHILL CIR	WOODHILL DR	WOODHILL CIR
URSULINE DR	CARMEL DR N	E CARMEL DR
AUSTILL PL	E CARMEL DR	AUSTILL PL
BABS ST W	BABS ST W	BABS ST
RIDGELAWN DR W	OLD SHELL RD	CARMEL DR N
SPRING PARK DR E	WINSLOW DR	CARMEL DR N
CONDE DR	RIDGELAWN DR W	WINSLOW DR
RIDGELAWN DR E	OLD SHELL RD	WOODHILL DR
WOODHILL DR	RIDGELAWN DR E	E CARMEL DR
MARSTON AVE	OLD SHELL RD	OAKLAND AVE
MARSTON LN	OAKLAND AVE	MARSTON LN
CHARLESTON CT	BEXLEY LN	BEXLEY LN
E CARMEL DR	BEXLEY LN	CARMEL DR N
AUSTILL AVE	OLD SHELL RD	BEXLEY LN
WEATHERFORD AVE	WEATHERFORD AVE	JACKSON BLVD
N BYRON AVE	BYRON AVE W	BYRON AVE E
MICHAEL BLVD	BYRON AVE E	THORNTON PL
PACKINGHAM DR	BYRON AVE E	MCQUEEN AVE
SPRINGVIEW DR	PACKINGHAM DR	MCQUEEN AVE
RIDGECREST CT	RIDGECREST CT	BYRON AVE W
BYRON AVE W	BYRON AVE E	N BYRON AVE
BYRON AVE E	BYRON AVE E	N BYRON AVE
JACKSON DR	WEATHERFORD AVE	AIRPORT BLVD
CARNATION ST	WEATHERFORD AVE	AIRPORT BLVD
LARKSPUR ST	WEATHERFORD AVE	AIRPORT BLVD
THRIFT ST	WEATHERFORD AVE	AIRPORT BLVD
MAYFLOWER ST	WEATHERFORD AVE	AIRPORT BLVD
JACKSON BLVD	WEATHERFORD AVE	AIRPORT BLVD
GAINES AVE	PACKINGHAM DR	WEATHERFORD AVE
TATUM AVE	PACKINGHAM DR	WEATHERFORD AVE
ST JOHN PL	SPRINGVIEW DR	PACKINGHAM DR
MCQUEEN AVE	SPRINGVIEW DR	WEATHERFORD AVE

DISTRICT 7

MAGNOLIA GROVE PKWY	MAGNOLIA GRADE BLVD	CLEAR POINTE CT
FOREST DELL RD	FOREST DELL RD	MOFFETT RD
STEVENS LN	STEVENS LN	MOFFETT RD
BORDER DR S	BORDER DR W	VILLAGE CIR W
GREENWOOD LN	BORDER DR W	VILLAGE CIR W
BRENTWOOD LN	BORDER DR W	PARKWAY W
VILLAGE CIR E	PARKWAY E	BORDER DR E
LONGWOOD PL	BORDER DR W	AZALEA CIR S
AZALEA CIR S	LONGWOOD PL	PARKWAY W
BANNISTER PL	AZALEA CIR W	PINEVIEW LN
PINEVIEW LN	BANNISTER PL	BORDER DR E
HILLWOOD CIR S	BORDER DR E	N HILLWOOD CIR
BORDER DR N	BORDER DR W	BORDER DR E
BORDER DR W	BORDER DR S	BORDER DR N
N HILLWOOD CIR	BORDER DR N	HILLWOOD CIR E
OVERHILL RD	BORDER DR S	GREENWOOD LN
VILLAGE CIR W	BORDER DR S	BRENTWOOD LN
PARKWAY W	OLD SHELL RD	PINEVIEW LN S
PARKWAY EAST	OLD SHELL RD	PINEVIEW LN S
BORDER DR E	OLD SHELL RD	BORDER DR N
NORTON LN	PINEVIEW LN S	BORDER DR E
PINEVIEW LN W	BANNISTER PL	BORDER DR N
AZALEA CIR W	LONGWOOD PL	BORDER DR N
SPRINGHILL WOODS DR	BORDER DR N	SPRINGHILL WOODS DR
TANNER RD	SCHILLINGER RD	MCKINLEY AVE
AVENUE G	SCHILLINGER RD	MCKINLEY AVE
AVENUE F	SCHILLINGER RD	AVENUE G
7TH AVE	SCHILLINGER RD	AVENUE E
TANNER RD	2ND AVE	FIRST AVE
2ND AVE	OLD SHELL RD	2ND AVE
THIRD AVE	THIRD AVE	FAIRWAY AVE
4TH AVE	4TH AVE	FAIRWAY AVE
HARDING BLVD	MCKINLEY AVE	FAIRWAY AVE
5TH AVE	MCKINLEY AVE	5TH AVE
6TH AVE	MCKINLEY AVE	AVENUE B
MCKINLEY AVE	OLD SHELL RD	SCHILLINGER RD
AVENUE E	HARDING BLVD	7TH AVE
AVENUE D	5TH AVE	AVENUE D
AVENUE C	FAIRWAY AVE	6TH AVE
FIRST AVE	OLD SHELL RD	TANNER RD
AVENUE B	5TH AVE	6TH AVE
FAIRWAY AVE	OLD SHELL RD	HARDING BLVD

EXHIBIT B: PROJECT ESTIMATE

PROJECT– **2026 CIP RESURFACING - COUNCIL DISTRICTS 1, 2, 3, 4, 5, and 7** City of Mobile Project No. **2026-3005-01**. (See Exhibit A for locations.)

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be **\$11,541,200.00 [Eleven Million Five Hundred Forty-One Thousand Two Hundred Dollars and No Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid to the ENGINEER shall not exceed **\$1,198,685.00 [One Million One Hundred Ninety-Eight Thousand Six Hundred Eighty-Five Dollars and Zero Cents]**, unless authorized by the CITY.

FUNDING SOURCE: **RSF26CW**

EXHIBIT C: FEE SCHEDULE AND SUMMARY OF HOURLY RATES

ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase	\$ 341,600.00
Pre-Bid to Pre-Construction Phase	\$ 7,560.00
Construction Phase	\$ 789,525.00
<u>Base Contract Amount</u>	<u>\$ 1,138,685.00</u>
Additional Services (If requested in writing by the City Engineer)	\$ 60,000.00
<u>Total Contract Amount including Additional Services</u>	<u>\$ 1,198,685.00</u>



2025 HOURLY RATES

SENIOR PROJECT MANAGER	\$195.00 HOUR
PROFESSIONAL LAND SURVEYOR	\$180.00 HOUR
PROFESSIONAL ENGINEER	\$180.00 HOUR
STAFF ENGINEER	\$110 .00 HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$100.00 HOUR
SURVEY MANAGER	\$110.00 HOUR
ONE MAN SURVEY CREW	\$120.00 HOUR
TWO MAN SURVEY CREW	\$150.00 HOUR
THREE MAN SURVEY CREW	\$175.00 HOUR
CADD DESIGNER	\$110.00 HOUR
CADD TECHNICIAN	\$ 95.00 HOUR
ADMINISTRATIVE	\$65.00 HOUR

EXHIBIT D: INSURANCE REQUIREMENTS AND CERTIFICATIONS

A. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

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

Bodily Injury by Accident	\$1,000,000 each
accident Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each

employee
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance:

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

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation – All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured – All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance – All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation – Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance – General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, ENGINEER shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. ENGINEER shall also be responsible for delivering policy renewal certificates to the City of Mobile.

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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		CONTACT NAME		FAX (A/C No. Ext.)	
		PHONE (A/C No. Ext.)		FAX (A/C No. Ext.)	
INSURED		E-MAIL ADDRESS		INSURER(S) AFFORDING COVERAGE	
				NAIC #	
		INSURER A			
		INSURER B			
		INSURER C			
		INSURER D			
		INSURER E			
		INSURER F			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED. EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP. OP. AGG. \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO. ☐ LOC. ☐ OTHER				
	AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐				COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB. ☐ OCCUR ☐ EXCESS LIAB. ☐ CLAIMS-MADE ☐				EACH OCCURRENCE \$ AGGREGATE \$
	DEC. ☐ RETENTION \$				
	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 ☐	N/A		PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)					
Project Name Project Number: 2011-00511					
City of Mobile is included as an Additional Insured in respect to all policies, except Workers Compensation and Professional Liability when applicable, which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply, except 10 days for non-payment.					
CERTIFICATE HOLDER			CANCELLATION		
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
			AUTHORIZED REPRESENTATIVE		

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2025

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	HRT Insurance Group, LLC 6729-J Spanish Fort Blvd Spanish Fort, AL 36527	CONTACT NAME JAMIE OWENS PHONE (A/C, No. Ext.) (251)445-8300 FAX (A/C, No.) (251)445-8303 E-MAIL j.owens@hrtinsurancegroup.com ADDRESS
INSURED	Sawgrass Consulting, LLC 30673 Sgt E.I. Boots Thomas Dr Spanish Fort, AL 36527-7648	INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company 18988 INSURER B: Auto-Owners 18988 INSURER C: Auto-Owners Insurance Company 26638 INSURER D: Certain Underwriters at Lloyds Of London 085202 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 00002326-0 REVISION NUMBER: 316

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO ☐ UCC ☐ OTHER	Y	Y	38999702	10/26/2025	10/26/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMPOD AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	5199970200	10/26/2025	10/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ COCLR CLAIMS-MADE DED. RETENTION \$ 0	Y	Y	5199970201	10/26/2025	10/26/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A106617560	10/26/2025	10/26/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYER \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab.	N	Y	ANE0886	09/04/2025	09/04/2026	Aggregate 2,000,000

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

Project No: 2026-3005-01

City of Mobile is included as Additional Insured to the on all policies (except Workers Compensation and Professional Liability), which coverage shall be Primary and Non-Contributory. Waiver of Subrogation applies in the favor of City of Mobile In respects to the General Liability, Workers Compensation, Professional Liability, and Auto Policies. Thirty (30) Day Notice of cancellation, non-renewal, or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER	CANCELLATION
City of Mobile PO Box 1827 Mobile, AL 36633	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 (JCO)

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COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
D R HORTON INC, ITS AFFILIATES & SUBSIDIARIES MOBILE GASE SERVICE CORP. & ITS PARENT CO. SUBS. AFFILIATES THE CITY OF FAIRHOPE CITY OF ORANGE BEACH DAPHNE UTILITIES CITY OF MOBILE	ALL LOCATIONS OR AS PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not

be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Name Of Person Or Organization:**ANSCO & ASSOCIATES LLC
MOBILE GAS SERVICE CORPORATION & ITS PARENT CO., SUBS., AFFIL.
QUANTA TELECOMMUNICATION SERVICES LLC
LIMITLESS BY TRULAND HOMES LLC
CITY OF MOBILE
WHITE SPUNNER CONSTRUCTION LLC
DSL D HOMES, LLC
RABREN GENERAL CONTRACTORS, LP
CUNNINGHAM DELANEY CONSTRUCTION, LLC

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of Section
IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
D R HORTON INC. ITS AFFILIATES & SUBSIDIARIES MOBILE GAS SERVICE CORP. & ITS PARENT CO., SUBS., AFFILIATES THE CITY OF FAIRHOPE CITY OF ORANGE BEACH DAPIINE UTILITIES CITY OF MOBILE WHITE SPUNNER CONSTRUCTION LLC OSLO HOMES, LLC RABREN GENERAL CONTRACTORS, LP	ALL LOCATIONS OR AS PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its

intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to

Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Worker's Compensation and Employers Liability Insurance Policy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13

We have the right to recover our payments from anyone liable for any injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**White-Spunner Construction LLC
2010 W I-65 SERVICE RD S
MOBILE, AL 36693**

**Austal USA LLC
100 AUSTAL WAY
MOBILE, AL 36602-0002**

**Rabren Construction
306 PERSIMMON DR
AUBURN, AL 36830-6977**

**D R Horton, Inc Its affiliates and Subsidiaries
P O BOX 100085-DR
DULUTH, GA 30096**

**City of Mobile
PO BOX 1827
MOBILE, AL 36633-1827**

**MALBIS PLANTATION INC/ STIRLING PROPERTIES LLC
109 NORTHPARK BLVD STE 300
COVINGTON, LA 70433-5093**

**Spire Alabama Inc.
605 RICHARD ARRINGTON JR BLVD N
BIRMINGHAM, AL 35203-2707**

58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- (1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury or property damage**.

All other policy terms and conditions apply.

EXHIBIT E: CLOSEOUT DOCUMENTS

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
- PROJECT Sign Detail
- Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- PDF's of drawings
- Log of paving completion dates per street (for City of Mobile GIS records)

EXHIBIT F: E-VERIFY DOCUMENTS



Company ID Number: 621593



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and **Sawgrass** (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 621593

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 621593

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

COUNTY OF MOBILE

E-VERIFY AFFIDAVIT OF VENDOR / CONTRACTOR

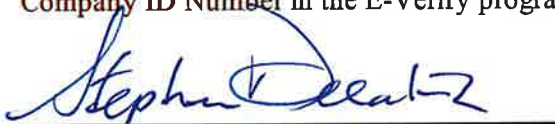
Before me, a Notary Public, personally appeared Stephen J. Delahunty (affiant) who, being duly sworn says as follows:

President/CEO of SAWGRASS CONSULTING, LLC. .

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as **President/CEO for SAWGRASS CONSULTING, LLC.,** that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

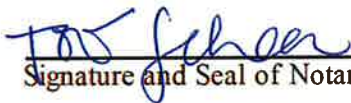
I further attest that said **SAWGRASS CONSULTING, LLC. .** is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 621593.



President/CEO of **SAWGRASS CONSULTING, LLC. .**

Sworn to and subscribed before me this the 29 day of October 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026



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

September 16, 2025

Mr. John Forrester, PE
 City of Mobile Engineering Department
 205 Government Plaza, 3rd Floor
 Mobile, AL 36602

RE: FY 2026 – CIP Resurfacing Program (Districts 1,2,3,4,5,7)

Dear Mr. Forrester,

Sawgrass Consulting, LLC, (Sawgrass) has been asked to provide a proposal for design and inspection services for Resurfacing Project/Infrastructure Improvements throughout the **City of Mobile Districts 1,2,3,4,5, and 7**. Our scope provides the professional services for site assessments, field inventory, deficiency log, remediation engineering, Map Book Development, ADA Improvement Plans, contract/specification preparation, Bidding Services and Construction Administration of FY 2026 pavement improvements to approximately +/- **98 lane miles** of roadway in the City Right-of-Way. In addition, Sawgrass has been asked to prepare a Roadway Base Repair plan on Magnolia Grove Parkway, and Drainage Repair plans at Heron Lakes Circle/Grand Heron Way, and River Landing Dr. The *Sawgrass Team* proposes to meet defined scope as provided by your Staff and as outlined within the proposal.

Enclosed you will find an attached Scope of Services and corresponding fees that will be required to accomplish this project. In summary, the following cost for the project is as follows:

CIP FY 2026 Funded Roadways (RRR)

Field Evaluation /Engineering-FY 2026	Hourly (NTE) - \$89,200.00
Map Book Development- FY 2026	Hourly (NTE) - \$108,150.00
ADA Improvement Plans- FY 2026	Hourly (NTE) - \$47,400.00
Survey/Staking (as directed)	Hourly (NTE) - \$10,500.00
Construction Inspection/Admin/EBUILDER- FY 2026	Hourly (NTE) - \$837,600.00

Grade Drain Base & Pave (GDB&P)

Magnolia Grove Pkwy	
Heron Lakes Circle/Grand Heron Way	
River Landing Dr.	Lump Sum - \$38,275.00

Bidding Assistance/Specifications
 Additional Services (As Directed)

Hourly (NTE) - \$7,560.00
Hourly (NTE) - \$60,000.00

TOTAL **\$1,198,685.00**

Note: these fees are based on a Construction Cost Fee Basis of

*\$11,741,200.00; Overall 10.2% (RRR)
 ~ \$11,541,200.00; Overall 10.3% (RRR)
 ~ \$11,341,200.00; Overall 10.6% (RRR)*

We appreciate the opportunity to partner with the city on this Project and please do not hesitate to call if you have any questions or need to discuss this Proposal in more detail.

Sincerely,



Stephen Delahunty, P.E.
President

Enclosure

Scope of Services

Field Evaluation/Inventory/Engineering

Sawgrass Team will perform a field evaluation to determine the condition state of the **described roads identified for District 1,2,3,4,5, and 7 in the FY 2026 CIP Resurfacing**. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths; identify base and drainage (inlet) failures, curb and gutter deficiencies and types/sizes; sidewalk deficiencies and/or ADA corner recommendations (with Staff concurrence); and determine required mill sections. Other pertinent information gathered will include striping scheme quantities or miscellaneous ROW improvements that should be included within the contract.

Repair Schedule /Map Book Development

Sawgrass Team will provide a resurfacing schedule, deficiency tables, special repair details (if required), summary of quantities, and annotated location maps of infrastructure repairs that will be necessary to solicit a competitive bid. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition.

ADA Improvement Plan(s)

Sawgrass anticipates several intersections and mainlines **within the 2026 Project** that will require ADA Improvements (ramps/landings/crosswalks). This would require determination of types and sizes dependent on the existing radius, sidewalk approaches, intersection alignments, ROW availability and other various limiting factors that may be encountered within the project limits. All recommendations will be in accordance with the City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way. Concurrence with the City will be obtained when necessary.

Surveying -As needed

Sawgrass anticipates several intersections **within 2026 CIP Project Limits** that will require Property Line and Corner identification for clearance of the concrete improvements. This due to a significant portion of the project is within subdivision/residential areas; these areas are commonly disputed over Right of Way and Private boundary.

Magnolia Grove Parkway Roadway Settlement Base Repair- B&P

Sawgrass will investigate, survey, provide Geotechnical report and prepare a design to mitigate the roadway settlement issue on Magnolia Grove Parkway. We anticipate replacement of curb and gutter, and roadway rehabilitation to include, but not limited to: Unclassified Excavation, Borrow Excavation, Biaxial Geogrid and Crushed Aggregate followed by Level/Binder layer and Surface, due to photos provided to our office of a reoccurring problem. This repair plan will be incorporated within the Map Book for bidding services.

Heron Lakes, and Todd Acres Drainage Repair -GDB&P

Sawgrass will investigate, survey and prepare a design to mitigate storm drain failures in Heron Lakes and Todd Acres. We anticipate replacement of Storm Drain, Inlet Structures, and roadway rehabilitation due to photos provided to our office of a reoccurring problem. This repair plan will be incorporated within the Map Book for bidding services.

Bid Document Preparation/ Bidding Assistance

Sawgrass Team will provide bid/contract documents for the procurement phase of the project. We will develop the contract/specification documents, which will be in accordance with City of Mobile Standard Construction Contract Booklet. Contents of the Bid Documents will include standard template requirements for Owner/Client obligations. In addition, all details, maps, schedules and special provisions necessary to illustrate the performance intent of project will be bound and consider as a part of the contract document. We will coordinate the advertisement for bidders, hold a pre-bid conference, perform the bid letting and issue a certified bid tab for recommendation to award. Multiple sets of bid documents will be prepared and distributed to all interested vendors.

Construction Inspection and Reporting

Sawgrass Team will provide Construction Engineering and Inspection (CE&I) services for the construction of this project. These services include daily inspection and reviews of the Contractor's progress for compliance with the terms and conditions of the Contract Documents and Design and Construction Standards for the City of Mobile, Alabama. We anticipate that the need for our presence on the site will be during the ROW repairs and all paving operations. We will record the quantities of materials used, quality of construction practices and verify the Contractor's monthly invoices for payment match the services provided in accordance with the unit price contract. Detail responsibilities are listed below and are in the **Consultant Agreement provided by the City of Mobile Engineering Department**;

1. Quality Assurance

- a. CONSTRUCTION INSPECTOR shall observe and review the Contractor's quality assurance during construction and notify the Contractor and City of Mobile if the Contractor's quality assurance is not conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the NPDES Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the Construction Inspector to maintain on site a copy of the STANDARD SPECIFICATIONS and shall ensure that all the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The Construction Inspector shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements, excluding safety.

- a. The CONSTRUCTION INSPECTOR shall inform and coordinate with the testing firm contracted by the CITY, to perform materials testing and associated services.
- b. The ENGINEER shall verify that materials comply with specifications by continuous coordination and communication with the testing lab assigned by the CITY.
- c. The ENGINEER shall prepare and review construction invoices, verify quantities, and certify accuracy for approval and payment by the CITY.
- d. The ENGINEER shall provide construction administration and be in responsible

charge of the project

3 Field Design and Project Inspection

- a. The CONSTRUCTION INSPECTOR shall, where practicable, direct that the top edge of asphalt is flush with the top of gutter at intersections to facilitate the installation of future sidewalk ramps. Where it is not practicable for edge of asphalt to be flush with the top of gutter, Construction Inspector shall so, notify City Engineer and resolve a minimum of 48 hours prior to paving operations at the location. Elevation differences will not be considered acceptable
- b. The ENGINEER shall appoint a competent inspector, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of the City ENGINEER. The inspector shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall submit the inspector's qualifications in written format to the CITY ENGINEER prior to the start of construction. The CITY ENGINEER shall approve any substitution or additional staff prior to appointment by the ENGINEER

The CITY reserves the right to require replacement of any inspector considered to be unqualified for the work. The duty of the inspector is to determine contractor compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the Engineer's Construction Inspector controls or assumes a right to the manner in which the Contractor performs the work.

- c. The CITY ENGINEER will appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall receive all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT
- d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT
- e. The professional ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements
- g. The ENGINEER's inspector shall keep a daily diary, listing equipment on site and in use, weather conditions, Contractor's personnel on site, and the work accomplished each day

- h. The ENGINEER shall prepare monthly estimates. Monthly estimates shall be broken down and include an explanation for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the project must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation.
- i. Omit.
- j. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- k. The ENGINEER's inspector will sign all asphalt tickets at the site, previously signed by the Testing Firm's representative, indicating his approval of the materials to be installed.
- l. The ENGINEER shall require the Contractor to check all of the Contractor's equipment before it is used on the project to determine that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The project shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- m. When all pay items have been completed; the CITY ENGINEER in conjunction with the INSPECTOR shall hold a semi-final review and give the contractor a written "Punch List" of items to be completed prior to the CITY ENGINEER's recommendation for acceptance of the project. When the Contractor has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the project will be submitted to the CITY ENGINEER.
- n. Upon written certification by the ENGINEER that the project has been completed in accordance with the Agreement documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the Contractor's Final Estimate will be paid and the project will be closed out.
- o. All final quantities shall be prepared and all necessary supporting information shall be submitted to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for project closeout as outlined in EXHIBIT F.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the project construction. The ENGINEER will be required to make special note as to when the paving process ends and the striping begins. A monthly time report

shall be submitted to the CITY ENGINEER and to the Contractor. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail and postmarked to the Contractor on the same date.

Any discrepancies between the Contractor and the ENGINEER regarding the monthly workday charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the Engineer and Contractor. If the Contractor has not informed the ENGINEER in writing of any Disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly workday charge shall be deemed accepted by the Contractor. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the Contractor's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the Contractor when work can resume. It will then be the duty of the Contractor to notify the ENGINEER of the time and location work on the project will resume.

5. SRO Response

Sawgrass Team will also respond to 311 or Service Request Orders related to the project. We will account and provide resolution with the Contractor and City Engineering personnel when involved. A written response to each SRO will be logged and submitted in the Close out Documents.

Additional Services

Sawgrass will provide additional professional services outside the listed scope that may be required during the Project. These services will only be at the direction of the City Engineer and issued via Task Order Agreement.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Jacob Laurence, Operations Manager

Sponsored by:

Mayor Spiro N. Cheriogotis

Purpose and Scope of Project:

Council Resolution to delegate authority to apply for and manage Federal Transit Administration grants for the City transit system.

Amount of Contract:

As needed approx \$4M per year.

Funding Source

ATTACHMENTS:

1. 2025 FTA AGENDA Package

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: November 12, 2025 Item No. _____
Date

Submitted by: Transit Joe Snowden
Department Department Head

Sponsored by: Mayor Spiro N. Cheriogotis _____
Name Title

Reviewed by: Joe Snowden _____
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Grant Application Federal Transit Administration

PURPOSE & SCOPE OF PROJECT:

Council Resolution to delegate authority to apply for and manage Federal Transit Administration
grants for the City transit system.
General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: As needed approx \$4M/year

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: na

Renewal date of contract (if applicable): _____

If not bid, state reason: na

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA), AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FTA.

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority to award Federal financial assistance for transportation projects;

WHEREAS, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOBILE AS FOLLOWS:

1. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute and file application for Federal assistance on behalf of the CITY OF MOBILE with the Federal Transit Administration (FTA) for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code or other Federal statutes authorizing a project administered by the Federal Transit Administration. THE CITY OF MOBILE is the Designated Recipient of the Federal Transit Administration Urbanized Area Formula Program authorized by 49 U.S.C. 5307(d)(1).
2. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute and file with its application the annual certification and assurances and other documents the Federal Transit Administration requires before awarding Federal assistance grants or cooperative agreements.
3. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the CITY OF MOBILE.

Adopted:

City Clerk



JUSTIFICATION MEMO FOR
AUTHORIZING RESOLUTION

PROJECT NAME: TRANSIT SERVICE PROVIDER
PROJECT #: 5963

CONTRACT #: 5497
VENDOR NAME: PORT CITY TRANSIT, LLC
VENDOR #:299964

The attached resolution coincides with the above-mentioned current contract for transit provider services. With the disbanding of *The Wave* as the City's transportation entity, the role and responsibility of filing for annual federal assistance and grant awards will need to revert to the City of Mobile staff designee to perform moving forward. The responsibilities will include:

- 1) Execution and application submittal for Federal assistance on behalf of the CITY OF MOBILE with the Federal Transit Administration (FTA);
- 2) Annual certification and assurances and filing of other documents and semi-annual reports the Federal Transit Administration requires before awarding Federal assistance grants or cooperative agreements;
- 3) Execution of grant and cooperative agreements with the Federal Transit Administration on behalf of the CITY OF MOBILE

Without said approval and role reassignment per the attached document, which must be uploaded to the FTA digital portal, the City of Mobile will be ineligible for Federal Formula Funding and other federal assistance and/or grants.



Jacob Laurence
Finance Department Operations Manager

CITY OF MOBILE
AUTHORIZING RESOLUTION



SPONSORED BY: MAYOR SPIRO N. CHERIOGOTIS

RESOLUTION No.: _____

Resolution authorizing the filing of applications with the Federal Transit Administration (FTA), an operating administration of the United States Department of Transportation, for Federal transportation assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code and other Federal statutes by the Federal Transit Administration.

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority to award Federal financial assistance for transportation projects;

WHEREAS, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOBILE

1. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute and file application for Federal assistance on behalf of the CITY OF MOBILE with the Federal Transit Administration (FTA) for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code or other Federal statutes authorizing a project administered by the Federal Transit Administration. THE CITY OF MOBILE is the Designated Recipient of the Federal Transit Administration Urbanized Area Formula Program authorized by 49 U.S.C. 5307(d)(1).
2. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute and file with its application the annual certification and assurances and other documents the Federal Transit Administration requires before awarding Federal assistance grants or cooperative agreements.
3. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the CITY OF MOBILE.

CERTIFICATION

The undersigned duly qualified City representatives, acting on behalf of the CITY OF MOBILE, certify that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City Council held on _____ month, _____ day, _____ year.

Signature
Spiro N. Cheriogotis, Mayor

Attest: City of Mobile
City Clerk



NATIONALLY
ACCREDITED

P.O. Box 92970 • LAFAYETTE, LA • 70509-2970

AMBULANCE
DISPATCH
511
800-259-1111

ADMINISTRATION
337-291-3333
800-259-3333

BILLING
800-259-2222

July 29th, 2025

To District Chief Jared Parker:

Please find our application for an ambulance permit within the City of Mobile.

As part of this application there are the following attachments:

- Records check from MPD for Timothy J. Burke
- Section 59-4 Insurance. Attached is the Certificate of Liability Insurance listing the City of mobile as a Certificate Holder.
- A list of the initial units that will operate within the city at start up.
- Section 4- Financial Responsibility-Copy of 2024 Audited Financials for Acadian Ambulance Service. These are marked as Proprietary and Confidential.
- A copy of Tim Burke's Drivers License
- Overview of Section 5- 5.1 Nature of Proposed Service and 5.2 Demand Justification and company overview of 2024 statistics

Please reach out to me directly with any questions you may have.

Respectfully,

Alan Ashley

Community Relations Director

alan.ashley@acadian.com

504-210-6947



CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

Chapter 6 of the Mobile City Code requires every person who desires to operate an ambulance service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's Office on the 9th floor of Government Plaza, South Tower, 205 Government Street or printed from the City of Mobile website: https://www.cityofmobile.org/uploads/CPCN_Ambulance.pdf

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a \$10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **When you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a \$100 application fee (cash or check). Make checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Fire Department to review the application and the information provided therein. The Fire Department shall report to the Public Safety Director any information pertinent to the application or applicant. The Council shall not consider any application until such time as the Public Safety Director has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 6-34 of the City Code for the factors that will be considered by the City Council:** https://library.municode.com/al/mobile/codes/code_of_ordinances

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- **Items to submit to the Fire Department: (after City Council approval)**
 - Dispatch contact information and supervisor contact information (to include after hours number and email)
 - Locations Units are housed
 - Personnel Roster (to include State License # and NREMT # and expiration date).

Please be aware that this process may take up to 4 to 6 weeks. For more information contact the City Clerk's Office at 208-7411

City of Mobile – Fire-Rescue Department



Application for Certificate of Public Convenience and Necessity (Ambulance Operation)

Per City Ordinance Sec. 6-32

The undersigned, Timothy J. Burke individually
or on behalf of Acadian Ambulance Service of Alabama, LLC, hereby makes
application for a Certificate of Public Convenience and Necessity to operate a public
service vehicle(s) within the City of Mobile and submits the following facts in support of
this application.

Section 1 – Applicant Information

1.1 Legal Name of Applicant (Individual/Partnership/Corporation):

Acadian Ambulance Service of Alabama, LLC

1.2 Business Address: 22 Midtown Park, Mobile, AL 36602

1.3 Trade Name (if different): _____

1.4 Telephone Number: (504) 374-2800

1.5 Type of Entity: ☐ Individual ☐ Partnership ☒ Corporation ☐ Association

If Individual:

- Birthdate: _____ SSN: _____

- Current Address: 208 Black Oak Lane, Madisonville, LA 70447

- Telephone Number: _____ Driver's License #: _____

- Length of Residency in Mobile County: Years: _____ Months: _____

- U.S. Citizenship: Yes ____ No ____

I attest, under penalty of perjury, that I am:

____ A citizen or national of the
United States

____ A lawful permanent resident

(Alien # A _____)
____ an alien authorized to work
until ____/____/____

If Partnership/Association:

- Business Address:

- Partner(s) Name, Age, Address:

If Corporation:

- Officers & Directors (Name and Address):

Acadian Ambulance Service, Inc., Member

Timothy J. Burke, Manager

List all unpaid judgements against any person listed, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

NONE

Section 2 – Vehicles and Operations

2.1 Number of Vehicles to be Operated: **4**

2.2 Vehicle Details (attach fleet list if more than 3): ☐ Check if Sheet Attached

| Unit # | Year | Make | Model | VIN | Tag # | Mileage | Type | Color Scheme |

See attached

2.2 Service Provider License

2.2.1 Is the ambulance service currently licensed with Alabama Department of Public Health Office of EMS (ADPH OEMS) ☐ Yes ☒ No

2.2.2 If yes, please provide: License Number Application filed concurrently _____ Exp. Date _____

2.2.3 Level of Current Licensure with ADPH OEMS (check all that apply)

ALS1 CC ☐ ALS1 ☐ ALS2 ☐ ALS3 ☐ BLS ☐

Section 3 – Legal & Liability History

3.1 Have you ever been convicted of a crime related to ambulance operations? ☐ Yes ☒ No

If yes, explain:

3.2 Are there any claims or judgments for damages from negligent operation of a vehicle against you, your associates, or employees? ☐ Yes ☒ No

If yes, explain:

Section 4 – Financial Responsibility

4.1 Describe your financial ability to comply with the provisions of the ordinance:

(Attach financial statements or proof of solvency if available)

See attached 2024 Audited Financials of sole Member, Acadian Ambulance Service, Inc.

Section 5 – Nature of Proposed Service (add attachments as needed)

5.1 Type and Character of Proposed Service:

Emergency and Non-Emergency Ambulance Service

See Attached

5.2 Demand Justification (Explain why the service is needed):

See Attached

5.3 Applicant's Experience in Ambulance Service (including Mobile):

Acadian Ambulance Service, Inc., the sole member of Acadian Ambulance Service of Alabama, LLC, has been in business for more than 53 years.

See Attached

5.4 Duration of Previous Service in Mobile (if applicable):

Section 6 – Insurance Documentation

6.1 Attach letter from your insurance carrier stating that required coverage is available and will be active prior to certificate issuance, naming the City of Mobile as additional insured.

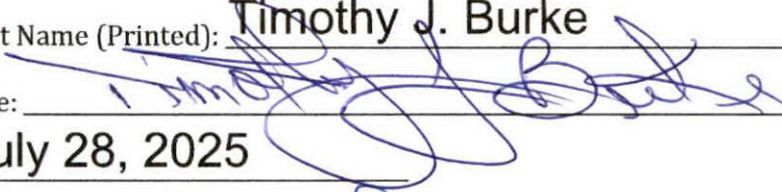
☒ Insurance Letter Attached

Section 7 – Oath and Signature

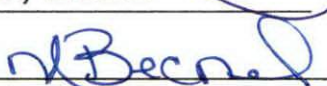
I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. That all employees of this business undergo background checks within the State of Alabama and meet all federal employment requirements.
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 6 of the Mobile City Code;
5. I agree to comply with the City of Mobile Fire Department's Ambulance Service Policy, including all BLS dispatch requirements
6. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant Name (Printed): Timothy J. Burke

Signature: 

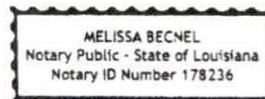
Date: July 28, 2025

Notary Public: 

Subscribed and sworn before me this 28th day of July, 2025

Notary Signature: 

Commission Expires: is for life





(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Timothy J. Burke

Date of Birth: 07/03/1960 Security #: 439159635

Present Address 208 Black Oak Lane, Madisonville, LA 70447-9364

Home Phone Number: 5044952518 Work Phone Number: 504-374-2800

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Acadian Ambulance Service, Inc., P.O. Box 98000, Lafayette, LA 70509

Present Position/Title: Regional Vice President

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

None

Give nature of all transactions or acts giving rise to these judgements.

None

Give name and location of court in which judgements were entered and date entered.

None

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

Date Signed



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Timothy J. Burke

Nickname(s) or Maiden Name: _____

Current Address: 208 Black Oak Lane, Madisonville, LA 70447

Previous Address: _____

Personal Description:

Height: 5'11"

Weight: 180

Hair Color: Brown

Eye Color: Brown

Social Security Number: 439159635

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.


Signature

7/29/25
Date signed



59-4. Vehicle insurance.(a) Every vehicle classified as a vehicle for hire under this chapter and operated within the city limits or police jurisdiction thereof shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:

(1) General liability insurance—Public liability coverage with each of the following limits:

a. Bodily injury liability:

1. One million dollars (\$1,000,000.00) each person; and
2. One million dollars (\$1,000,000.00) each occurrence; and

b. Property damage liability—One million dollars (\$1,000,000.00) each occurrence; or

c. In lieu of subparts (1)a. and b., hereinabove, bodily injury and property damage combined with limits of one million dollars (\$1,000,000.00) per occurrence.

(2) Comprehensive automobile liability insurance including owned, non-owned, and hired vehicles with each of the following limits:

a. Bodily injury liability:

1. Two hundred fifty thousand dollars (\$250,000.00) each person and
2. Five hundred thousand dollars (\$500,000.00) each occurrence; and

b. Property damage liability one hundred thousand dollars (\$100,000.00) each occurrence; or

c. In lieu of subparts (2)a. and b., hereinabove, bodily injury and property damage combined with limits of \$500,000 per occurrence.

(b) No permit required by this chapter or business license shall be granted to any person to operate any vehicle for hire upon the streets or elsewhere in the city or its police jurisdiction until such person shall have first filed with the city revenue department a certificate of the insurance requirements stated in subpart (a), hereinabove, issued to such person by a public liability insurance company authorized to do business in the state.

(c) The insurance coverage required by this section shall at all times be maintained for the full amount. The certificate of each policy or policies of insurance required by this section to be filed with the city revenue department shall contain a clause obligating the company issuing the same to give not less than thirty (30) days' written notice to the city revenue department before cancellation thereof. Notice of cancellation shall not relieve the company issuing such policy or policies of liability insurance for any injury or claim arising before the cancellation becomes effective. The cancellation of any such policy shall have the effect of suspending the permit of such person to operate vehicles for hire or business covered thereby until a new policy or policies complying with the provisions of this section is filed with the city revenue department.

(d) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, his agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

(Ord. No. 59-073-2005, § 1, 11-15-05)



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with confidence**

Ernst & Young LLP
3900 Hancock Whitney Center
701 Poydras Street
New Orleans, LA 70139

Tel: +1 504 581 4200
Fax: +1 504 596 4233
ey.com

Report of Independent Auditors

The Board of Directors
Acadian Ambulance Service, Inc.

Opinion

We have audited the consolidated financial statements of Acadian Ambulance Service, Inc. (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of comprehensive income, stockholders' equity (deficit), and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.



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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.



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We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Ernst & Young LLP

April 30, 2025

Proprietary and Confidential

Acadian Ambulance Service, Inc.

Consolidated Balance Sheets

	December 31	
	2024	2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 26,644,533	\$ 14,041,957
Restricted short-term investments	10,995,925	10,699,964
Trade accounts receivable	125,303,795	174,263,000
Other receivables	25,326,255	23,613,885
Supplies inventory	12,262,988	11,714,707
Prepaid expenses and other assets	22,599,007	21,032,026
Receivables from officers	—	33,265
Total current assets	223,132,503	255,398,804
Property and equipment:		
Land	2,444,805	2,444,805
Building and improvements	37,654,595	36,707,080
Emergency vehicles and aircraft	160,886,201	149,551,340
Medical and other equipment	196,012,415	185,392,210
	396,998,016	374,095,435
Less accumulated depreciation	311,480,648	299,184,185
	85,517,368	74,911,250
Other assets:		
Cash value of life insurance	9,429,721	11,255,246
Other	163,940	163,940
Right-of-use asset – operating leases	17,294,048	13,040,237
Intangible assets, less accumulated amortization of \$14,272,186 and \$9,919,175 at December 31, 2024 and 2023, respectively	6,506,607	9,650,398
	33,394,316	34,109,821
Total assets	\$ 342,044,187	\$ 364,419,875

Acadian Ambulance Service, Inc.

Consolidated Balance Sheets (continued)

	December 31	
	2024	2023
Liabilities and stockholders' equity (deficit)		
Current liabilities:		
Accounts payable	\$ 25,840,692	\$ 21,053,574
Accrued salaries and wages	30,664,010	30,021,972
Accrued stock appreciation rights	23,999,023	16,133,170
Deferred compensation – current portion	1,395,000	3,931,000
Note payable – current portion	1,097,470	1,050,000
Operating lease liability – current portion	3,848,372	3,301,521
Insurance reserves and other accrued liabilities	63,902,388	59,813,720
Deferred membership fees and contract services	1,620,292	1,891,395
Total current liabilities	152,367,247	137,196,352
Long-term debt, less current portion	136,800,976	98,131,542
Operating lease liability, less current portion	13,507,798	9,834,544
Deferred compensation, less current portion	65,336,355	48,225,680
Stockholders' equity (deficit):		
Common stock – no par value, at stated capital amount; authorized 50,000,000 shares, issued 28,476,000 shares at December 31, 2024 and 2023, 6,590,487 and 9,383,158 shares outstanding at December 31, 2024 and 2023, respectively	2,820	2,820
Additional paid-in capital	107,645,827	105,299,299
Treasury stock – 21,885,513 and 19,092,842 shares at cost at December 31, 2024 and 2023, respectively	(528,794,152)	(363,749,883)
Retained earnings	395,193,886	329,402,471
Accumulated other comprehensive income	(16,570)	77,050
Total stockholders' equity (deficit)	(25,968,189)	71,031,757
Total liabilities and stockholders' equity (deficit)	\$ 342,044,187	\$ 364,419,875

See accompanying notes.

Acadian Ambulance Service, Inc.

Consolidated Statements of Comprehensive Income

	Year Ended December 31	
	2024	2023
Patient service revenue	\$ 546,176,744	\$ 479,235,805
Safety consulting services	15,786,710	25,097,921
Medical standby services	48,020,764	49,525,323
Other revenue	39,187,143	39,889,600
Contract services	13,908,018	14,143,542
Membership fees	1,016,383	998,535
Total operating revenue	664,095,762	608,890,726
Expenses:		
Salaries and wages	309,391,711	290,792,662
Employee benefits	77,078,450	54,465,776
Supplies and services	44,856,898	42,819,514
Other	31,182,157	30,656,317
Depreciation	28,915,655	24,464,213
Fuel	16,351,069	17,378,953
Insurance	38,874,464	35,162,044
Aviation operating costs	24,751,498	24,435,392
Leases and rentals	6,252,222	5,260,996
Amortization of intangible assets	4,524,189	3,924,854
Repairs and maintenance	19,552,978	16,987,147
Promotion and membership campaign	5,168,515	5,216,050
Telephone and postage	4,539,633	4,955,319
Interest	8,470,957	6,195,551
Total expenses	619,910,396	562,714,788
Income from operations	44,815,366	46,175,938
Nonoperating gains:		
Gain on sale of assets	1,412,319	83,993
Gain on Officer's Life Insurance Redemption	20,436,763	—
Investment income	712,772	396,435
Other income	587,355	813,679
Total nonoperating gains	23,149,209	1,294,107
Income before income taxes	67,334,575	47,470,045
Income tax expense	259,000	259,000
Net income	67,075,575	47,211,045
Other comprehensive income:		
Net unrealized (loss) gain on derivative agreements	(93,620)	19,478
Comprehensive income	\$ 66,981,955	\$ 47,230,523

See accompanying notes.

Acadian Ambulance Service, Inc.

Consolidated Statements of Stockholders' Equity (Deficit)

	Common Stock	Additional Paid-In Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance at January 1, 2023	\$ 2,820	\$ 102,516,367	\$ (315,359,062)	\$ 282,191,426	\$ 57,572	\$ 69,409,123
Net income	—	—	—	47,211,045	—	47,211,045
Other comprehensive income	—	—	—	—	19,478	19,478
Treasury shares contributed to the ESOP – at cost	—	—	1,342,264	—	—	1,342,264
Fair value adjustment of Treasury shares contributed to the ESOP	—	2,782,932	—	—	—	2,782,932
Stock repurchased by the Company	—	—	(49,733,085)	—	—	(49,733,085)
Balance at December 31, 2023	2,820	105,299,299	(363,749,883)	329,402,471	77,050	71,031,757
Net income	—	—	—	67,075,575	—	67,075,575
Other comprehensive income (loss)	—	—	—	—	(93,620)	(93,620)
Distributions to shareholders	—	—	—	(1,284,160)	—	(1,284,160)
Treasury shares contributed to the ESOP – at cost	—	—	1,017,646	—	—	1,017,646
Fair value adjustment of treasury shares contributed to the ESOP	—	2,346,528	—	—	—	2,346,528
Stock repurchased by the Company	—	—	(166,061,915)	—	—	(166,061,915)
Balance at December 31, 2024	\$ 2,820	\$ 107,645,827	\$ (528,794,152)	\$ 395,193,886	\$ (16,570)	\$ (25,968,189)

See accompanying notes.

Acadian Ambulance Service, Inc.

Consolidated Statements of Cash Flows

	Year Ended December 31	
	2024	2023
Operating activities		
Net income	\$ 67,075,575	\$ 47,211,045
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	33,439,844	28,389,067
Gain on life insurance	(20,436,763)	—
Compensation expense – accrued stock appreciation rights	7,865,853	9,759,000
Compensation expense – ESOP shares contribution	3,364,175	4,125,196
Compensation expense – deferred compensation	18,687,876	11,263,004
Gain on sale of equipment and assets	(1,412,319)	(83,993)
Adjustment to cash surrender value – life insurance	(121,500)	163,301
Changes in operating assets and liabilities:		
Trade accounts receivable	48,959,205	(33,167,753)
Receivables from officers and affiliates, other receivables, and utility deposits	(1,679,105)	(5,709,493)
Supplies inventory, prepaid expenses, and other assets	(2,115,262)	(3,306,123)
Accounts payable and other liabilities	7,387,391	15,060,318
Deferred membership fees and contract services	(271,103)	684,338
Deferred compensation payments	(4,113,201)	(6,904,151)
Change in right-of-use assets and liabilities, net	33,706	(78,865)
Net cash provided by operating activities	156,664,372	67,404,891
Investing activities		
Purchases of property, plant, and equipment	(38,985,260)	(31,115,245)
Sales of equipment and assets	1,625,233	342,494
Premiums paid on life insurance assets	—	(336,000)
Acquisition of businesses	(1,616,925)	(3,852,500)
Proceeds from life insurance	22,383,788	—
Purchases of short-term investments, net	1,331,445	(335,398)
Net cash used in investing activities	(15,261,720)	(35,296,649)
Financing activities		
Proceeds from line of credit	75,000,000	35,000,000
Principal payments on line of credit	(35,000,000)	(10,000,000)
Principal payments on note payable	(1,048,569)	(1,000,783)
Dividend	(1,284,161)	—
Debt issuance cost	(405,432)	(597,517)
Treasury stock purchases	(166,061,915)	(49,733,085)
Net cash used in financing activities	(128,800,077)	(26,331,385)
Net change in cash and cash equivalents	12,602,576	5,776,857
Cash and cash equivalents at beginning of year	14,041,957	8,265,100
Cash and cash equivalents at end of year	\$ 26,644,533	\$ 14,041,957

See accompanying notes.

Don't Drink and Drive
Louisiana
Don't Text and Drive

**PERSONAL
DRIVER'S LICENSE**



LICENSE ID NO CLASS EXPIRATION DATE
004498303 E 07-03-2030

DOB 07-03-1960 ISSUE DATE 06-27-2024
BURKE
TIMOTHY J
208 BLACK OAK LANE
MADISONVILLE, LA 70447-9364

ENDORSEMENTS NONE RESTRICTIONS NONE

SEX HGT WGT EYES AUDIT OFFICE
M 5' 11" 180 BRO 3472 108



0070030028524101



CLASS: Driver's license
ENDORSEMENTS: None
RESTRICTIONS: None

Donor Y N / Living Will Y N



Holder of license must be 21
years of age or older to utilize
the privileges of this license
in interstate commerce
pursuant to 49 Code of
Federal Regulations 394.44

REV 02-10-2015 07-03



STATISTICS | JAN-DEC. 2024



5,000 + EMPLOYEE-OWNERS
100% EMPLOYEE-OWNED

ACADIAN AMBULANCE SERVICE

25 MILLION + POPULATION SERVED
690,308 AMBULANCE TRANSPORTS
744 AMBULANCES
49 MILLION + MILES DRIVEN = APPROX. 5.49 x AROUND THE EARTH EACH DAY
102,579 VAN TRANSPORTS
57,253.5 SQUARE MILES

ACADIAN TOTAL SECURITY

17,136 MONITORED CAMERAS
17,519 SECURITY ACCOUNTS
7,398 MEDICAL ACCOUNTS
14,038 FLEET ACCOUNTS

SAFETY MANAGEMENT SYSTEMS

635,165 MAN HOURS WORKED
156 CUSTOMERS SERVED
3,806 PATIENTS TREATED

2,504

PEOPLE TRAINED AS
PARAMEDICS, EMTs,
OR EMR/ECA



NATIONAL EMS ACADEMY

82% EMT PASS RATE
(79% NATIONAL AVG.)

85% PARAMEDIC PASS RATE
(86% NATIONAL AVG.)



114,552 RECERTIFICATIONS AND
CBTS COMPLETED

ACADIAN HEALTH

STATES OF OPERATION:

28,243 PATIENT ENCOUNTERS
31 MOBILE MEDICAL UNITS
LA TX MO WI FL GA

AIR SERVICES

12 ROTOR-WING AIRCRAFT
4,926 ROTOR-WING PATIENT TRANSPORTS
8,799 ROTOR-WING FLIGHT HOURS
11,217 MISSIONS ASSIGNED
6,875 MISSIONS FLOWN
3 FIXED-WING AIRCRAFT
1,050 FIXED-WING FLIGHT HOURS
190 FIXED-WING PATIENT MEDICAL FLIGHTS

Learn more about our services at Acadian.com.



Revised Feb 26, 2025



NATIONALLY
ACCREDITED

P.O. Box 92970 • LAFAYETTE, LA • 70509-2970

AMBULANCE
DISPATCH
511
800-259-1111

ADMINISTRATION
337-291-3333
800-259-3333

BILLING
800-259-2222

Section 2.2 Service Provider License

Sections 2.2:

Acadian has already received preliminary approval of required policies and procedures and is in the final stage of submitting its application to the state.

Section 5-Nature of Proposed Service

5.1 type and Character: Acadian is a 54 year old employee owned EMS service that is CAAS accredited and operates as the largest 911 provider in the state of Louisiana, the largest private provider in Texas and the sole provider of EMS services for the past 25 years in neighboring Jackson County Mississippi. Also becoming the sole provider of EMS services for Harrison County Mississippi in 2024.

Acadian will offer the city both Advanced and Basic Life Support from units that will be based within the city. Acadian has identified and will open a base of operations within the city once our permit is granted. This operation will have local leadership that is supported by neighboring operations. Dr. Stephen Bell is our Medical Director for both Alabama and South Mississippi.

Acadian currently employs staff that are licensed in the state of Alabama and we have received multiple applications from area providers that do not work for any of the currently permitted providers. This means we will be adding EMS staff to the city as opposed to pulling existing providers. Neighboring operations will also offer dual licensed units and staff to support times of heavy demand

Acadian will offer the City Fire Department a dedicated unit on a mutually agreed upon schedule to offer stability to the system along with access for the Fire Department to track those units to improve response times.

Section 5.2 Demand Justification

We were aware of the longstanding challenges within the 911 system and began receiving calls from facilities asking us if we serviced Mobile or would be interested. We met with the City Fire Department and also area hospitals and found there to be a need for additional ambulance services. We have attached letters from two health system hospitals supporting the request. We are offering a partnership with the city' Fire Department to dedicate resources to offer a long term fix for a chronic issue as well as increased assets to help area hospitals decrease the time it takes to move patients. Increasing throughput can shorten ER delays, EMs drop off times and overall patient satisfaction.



Jeffery M. St. Clair
President/CEO

March 18, 2025

Chief James Barber
Chief of Staff
City of Mobile
205 Government Street
Mobile, Alabama 36602-0001

Dear Chief Barber,

Please accept this letter of support for Acadian Ambulance Service to receive a permit to operate in the City of Mobile. Acadian is well known along the Gulf Coast and would be an excellent addition to the stressed services currently being offered in Mobile. You were a great help to us previously when allowing Med-Evac Ambulance to come to town. Things have improved immensely with their help. It is our opinion that another well established, efficiently operated service would be of further great benefit to the hospitals, patients and citizens on Mobile. Thank you for the consideration.

Sincerely,



Jeffery M. St. Clair
President/CEO
Springhill Medical Center

USA HEALTH
UNIVERSITY HOSPITAL

Sheri Salas
2451 University Hospital Drive
Mobile, AL 36617
251-471-7669
April 3, 2025

Acadian Ambulance Service
5749 Susitna Dr. Suite B
Harahan, LA 70123

Dear Acadian Ambulance Service:

On behalf of USA Health University Hospital as the Executive Director for the Transfer Center managing capacity and throughput as well as facility transports, I would like to extend support for you to extend operations into Mobile, AL. An additional EMS provider would only strengthen the ability to keep throughput moving for not only USA Health but all of the medical facilities in our community. Thank you for your interest.

Sincerely,

Sheri Salas

Sheri Salas
Executive Director Patient Care Coordination & Support Services

Personal Data Report

General Descriptors

Name: BURKE, TIMOTHY J

Address: 208 BLACK OAK LANE
MADISONVILLE LOUISIANA 70447

Nick Name:

Phone: - - -

Race: W - WHITE

DOB: 7/3/1960

Sex: M

Age: 65

Weight: 180

Eyes: BROWN

Height: 5'11"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Identifying Numbers

DL State: LA

DL #: 004498303

DL Type: NA

SSN: 439-15-9635

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY: *PN/ab*

DATE: 7/30/25



ACADAMB-03

ECLARK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

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 Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South 500 Dover Blvd Ste.110 Lafayette, LA 70503	CONTACT NAME:	
	PHONE (A/C, No, Ext): (337) 981-7300	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Arch Specialty Insurance Company	21199
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Westchester Surplus Lines Insurance Co.	10172
	INSURER D: Arch Insurance Company	11150
	INSURER E:	
	INSURER F:	

INSURED
Acadian Ambulance Service, Inc.
Risk Management Department
P. O. Box 92881
Lafayette, LA 70509-2881

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes Prof ☒ Prof: Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			UFL0018186-15	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,650,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,650,000 GENERAL AGGREGATE \$ 3,300,000 PRODUCTS - COMP/OP AGG \$ EACH EMPL GA \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY *Symbol 10			TC2J-CAP-5H601551-24(NEU)	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			**SEE ATTACHED**	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	41WC10519308/44WC10519408	10/1/2024	10/1/2025	☒ PER STATUTE ☐ 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
B	Auto-Ambulance (AOS)			TRJ-CAP-9365B696-TIL-24	10/1/2024	10/1/2025	CSL 5,000,000
B	AU-Ambulance (LA/MS)			TJ-EAP-0T011814-TIL-24	10/1/2024	10/1/2025	CSL 4,000,000

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

*Symbol 10: ANY "AUTO" other than those "autos" licensed/certified by the respective state and/or local agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick or injured via stretcher or other mechanical means.

AOS Ambulance Policy: Symbol 10: Only those "autos" you own that are licensed/certified by the respective state and/or local agencies as ambulances in a state other than Louisiana, Mississippi or Texas, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South		NAMED INSURED Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

LA/MS Ambulance Policy: Symbol 10: Only those "Autos" that are Owned Ambulances, Hired Ambulances, and Non-Owned Ambulances classified and registered by the States of LA and MS

TX Ambulance Policy: Symbol 10: Only those "autos" you own that are licensed/certified by the state of Texas and/or local Texas agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means, other than any such "auto" that is operating pursuant to an ambulance permit or registration issued to you in the jurisdiction of Webster, Pasadena, Frisco, Vidor, or Dallas Texas.

Named Insured List:

Acadian Ambulance Service, Inc
Acadian Monitoring Services, LLC (formerly Acadian On Call, LLC)
BSSTWO, LLC
DIY Security, LLC
Acadian Ambulance Service of New Orleans, LLC
Acadian Ambulance Service of Texas, LLC
Acadian Consolidated Campus, LLC
Air Med Services, LLC
Air Med Services, LLC, d/b/a Executive Aircraft Charter Service
Infinity Monitoring Services, Inc.
Safety Management Systems International, LTD
Safety Management Systems, LLC
Safeguard Alarm Systems, LLC
Acadian Total Security, LLC
Acadian Ambulance Service of Tennessee, LLC
Acadian Health, LLC
SMS Ambulance Service, LLC
Acadian Innovative Strategies, LLC
Acadian Ambulance of Alabama, LLC

Inactive Named Insureds:

Acadian Communications, LLC
Calcasieu Medical Transportation, LLC
Lifecare Emergency Medical Services, LLC
Triple R Investors, LLC
America On Watch, LLC

Equipment Policy #MXI9307982454616, Effective 10/1/2024-10/1/2025; Carrier: AGCS Marine Insurance Company

•Limit of Insurance: Equipment Leased, Rented or Borrowed From Other: \$250,000 Per Item; \$250,000 Per Occurrence; \$1,000 Deductible
•Blanket Loss Payee ATIMA

Auto - Texas Ambulance - Policy #TRJ-CAP-3P390793-TIL-24, Travelers Property & Casualty Co of America, Effective 10/01/2024-10/01/2025, Liability Limit \$5,000,000 CSL

Symbol 10: Only those "autos" you own that are licensed/certified by the state of Texas and/or local Texas agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means, other than any such "auto" that is operating pursuant to an ambulance permit or registration issued to you in the jurisdiction of Webster, Pasadena, Frisco, Vidor, or Dallas Texas.

•CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with Other Insurance
•CA T3 40 02 15 Blanket Waiver of Subrogation



ADDITIONAL REMARKS SCHEDULE

AGENCY Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South		NAMED INSURED Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

•IL T4 00 05 19 Designated Person or Organization - Notice of Cancellation or Nonrenewal Provided by Us: Number of days 30: Any person or organization where required by written contract

Auto (NEU) - Policy #TC2J-CAP-5H601551-TIL-24:

- CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance
- CA T3 40 02 15 Blanket Waiver of Subrogation
- IL T4 00 05 19 Designated Entity - Notice of Cancellation/Nonrenewal Provided by Us: "Person or Organization": where required by written contract: Number of Days' Notice of Cancellation": Thirty (30) "Number of Days' Notice of Nonrenewal": Thirty (30)
- CA 20 01 10 13 Lessor - Additional Insured and Loss Payee: Additional Insured (Lessor): Any lessor under a leasing contractor agreement of six months or more that requires you to provide direct primary insurance for the lessor; Designated or Description of Leased Autos: Any Auto Leased for a period of six months or more under a leasing contract or agreement that requires you to provide direct primary insurance for the lessor.

Auto (AOS Ambulance) Policy #TRJ-CAP-9365B696-TIL-24:

- Symbol 10: Symbol 10: Only those "autos" you own that are licensed/certified by the respective state and/or local agencies as ambulances in a state other than Louisiana, Mississippi, or Texas, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means
- CA T3 40 02 15 Blanket Waiver of Subrogation
- CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance
- IL T4 00 05 19 Designated Person or Organization - Notice of Cancellation or Nonrenewal Provided by Us: 30 days: where required by written contract

Auto (LA/MS Ambulance) Policy #TJ:EAP-0T011814-TIL-24:

- Symbol 10 - Only those "Autos" that are Owned Ambulances, Hired Ambulances, and Non-Owned Ambulances classified and registered by the States of LA and MS
- CA T3 40 02 15 Waiver of Transfer or Rights of Recovery Against Others To US: where required by written contract
- CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance

GL/PROF Policy# UFL0018186-15:

- 02 HUS0015 00 02 07 Additional Protected Persons Endorsements: Individuals or Organizations when required by written contract
- 02 HML0049 00 03 07 Waiver of Transfer of Rights of Recovery Against Others to Us: where required by written contract
- Contractual Liability: "Assumed in a contract or agreement that is an insured contract, provided the injury or damage occurs subsequent to the execution of the contract or agreement.", per form 02 HUS0002 00 02 07
- 00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders - All certificate holders where required by written contract
- 02 HUS0022 00 02 07: Employee Benefits Liability Coverage Endorsement: Schedule: Limits of Insurance: \$1,000,000 Each Employee; \$2,000,000 Aggregate; Retroactive date: 09/30/1986
- 00 ML0207 00 11 03 Exclusion Change Endorsement: The Abuse or Molestation exclusion is deleted in its entirety from the Exclusions section of your policy
- Coverage C - Health Care Professional Liability Umbrella Retroactive Date: 09/30/1986
- Healthcare Umbrella - Excess of Retained Limit Coverage Form:
- Coverage C - Health Care Professional Liability - Claims-Made Coverage
- 1. Insuring Agreement: a. We will pay on behalf of the insured the "loss" in excess of the "retained limit" because of "medical professional injury" that results from acts or omissions in the providing of or failure to provide "health care professional services" by or for an insured and to which this insurance applies.

Workers Compensation (AOS) Policy #44WCI0519408:

- WC 00 03 01 A Alternate Employer Endorsement - Alternate employer: Any required by written contract executed prior to injury. Address: Any in Tx and all 3A States where permitted by law. State of special or temporary employment: TX
- WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement (Other than CA): Any Person or Organization where required by written contract



ADDITIONAL REMARKS SCHEDULE

AGENCY Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South		NAMED INSURED Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

- WC 04 03 06 Waiver of Our Right to Recover from Others Endorsement – California: Any Person or Organization where required by written contract
- 00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders: All certificate holders where required by written contract
- 00 ML0087 00 11 10 Notice Of Cancellation - Certificate Holders (Specified Days): 30 days except 10 days for non-payment of premium: All certificate holders where required by written contract
- WC 00 01 06 A Longshore and Harbor Workers' Compensation Act Coverage Endorsement: State: Each state named in Item 3.A. or 3.C. of the Information Page
- WC 00 01 09 C Outer Continental Shelf Lands Act Coverage Endorsement
- WC 00 02 01 B Maritime Coverage Endorsement: Description of Work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels
- Limit of Liability: Bodily Injury by Accident: \$1,000,000 each accident, Bodily Injury by Disease: \$1,000,000 aggregate
- Transportation, Wages, Maintenance, and Cure: Included
- WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endorsement: Employees: All employees, excluding masters and members of crews, not subject to the workers compensation law, State of Employment: Any state named in item 3.A. or 3.C of the information page except HI, MI, NJ, WI; Designated Workers Compensation Law: State of hire
- WC 00 02 03 Voluntary Compensation Maritime Coverage Endorsement: Employees: Master and members of the crews of these vessels. Workers Compensation Law: State of hire. Description of work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels

Workers Compensation (FL) Policy #41WC10519308:

- 00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders: All certificate holders where required by written contract
- 00 ML0087 00 11 10 Notice of Cancellation - Certificate Holders (Specified Days): All certificate holders where required by written contract: 30 days except 10 days for non-payment of premium
- WC 00 03 01 A Alternate Employer Endorsement - Alternate Employer: Any person or organization where required by written contract
- WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement: Any Person or Organization where required by written contract
- WC 00 01 06 A Longshore and Harbor Workers' Compensation Act Coverage Endorsement - FL
- WC 00 01 09 C Outer Continental Shelf Lands Act Coverage Endorsement
- WC 00 02 01 B Maritime Coverage Endorsement: Description of Work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels
- Limit of Liability: Bodily Injury by Accident: \$1,000,000 each accident, Bodily Injury by Disease: \$1,000,000 aggregate
- Transportation, Wages, Maintenance, and Cure: Included
- WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endorsement: Employees: All employees, excluding masters and members of crews, not subject to the workers compensation law, State of Employment: Any state named in item 3.A. or 3.C of the information page except HI, MI, NJ & WI; Designated Workers Compensation Law: State of hire
- WC 00 02 03 Voluntary Compensation Maritime Coverage Endorsement

Excess Liability Policy #G2197920A 020:

- Company: Westchester Surplus Lines Insurance Company
- Limits: \$5,000,000 Occurrence, \$5,000,000 Aggregate, Excess of Underlying
- XSC-27405 (05/09) Waiver of Subrogation Endorsement: where required by written contract
- XSC-27266 (05/09) Ace Catastrophe Liability Plus Policy: --The definitions, terms, conditions, limitations and exclusions of the first policy of "underlying insurance" in effect at the inception date of this policy (as identified in the Declarations), apply to this coverage unless they are inconsistent with provisions of this policy or relate to premium, subrogation, any obligation to defend, the payment of expenses, amounts of limits of insurance, cancellation or any renewal agreement.
- XSW004 (07/10) Schedule A - Schedule of Underlying Insurance:
 - Automobile Liability (Ambulance Units - LA/MS)
 - Automobile Liability (Ambulance - All Other State Except LA, MS and TX)



ADDITIONAL REMARKS SCHEDULE

AGENCY Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South		NAMED INSURED Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

- Automobile Liability (Non-Ambulance)
- Automobile Liability (Ambulance TX All Other)
- Commercial General Liability and Professional Liability
- Employee Benefits Liability
- Employers Liability and Maritime Employers
- Foreign Automobile Liability
- Foreign Commercial General Liability and Employee Benefits Liability
- Foreign Employers Liability
- General Liability (Safety Management Systems)
- Employee Benefits Liability (Safety Management Systems)
- General Liability Including E&O (Acadian Total Security, LLC)
- Aircraft Liability (Air Med)
- Aviation General Liability (Air Med)

Excess Liability Policy #NHA603001

- Effective 10/1/2024-10/1/2025; Company: RSUI Indemnity Company, NAIC#22314; Limits: \$7,500,000 part of \$15,000,000 Excess of \$5,000,000
- Commercial Excess Liability Policy, form RSG 31001 0507 Includes:
 - This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "Underlying Insurance", except: (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and (2) With respect to any provisions to the contrary contained in this insurance.

Excess Liability Policy #P03HC0000068600

- Effective 10/1/2024-10/1/2025; Company: Vantage Risk Specialty, NAIC#16275; Limits: \$7,500,000 part of \$15,000,000 Excess of \$5,000,000

Addendum to Certificate of Insurance

Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

CITY CLERK'S OFFICE

MOBILE, AL

FR, AUG 1, PM12:24 RCVD



MOBILE FIRE-RESCUE DEPARTMENT

BARRY N. GLISSON
INTERIM FIRE CHIEF

August 22, 2025

Rob Lasky
Executive Director of Public Safety
City of Mobile

Re: Acadian Ambulance Service of Alabama

Dear Director Lasky:

I was tasked with investigating the truthfulness of the information in the Application submitted by Acadian Ambulance Service to the city of Mobile. Below are my findings and facts to the best of my knowledge.

Currently we have two Ambulance companies operating in the City of Mobile that alternate response to Non-emergent BLS calls for Mobile Fire-Rescue. While looking at their reliability this morning for the past week (7 days) they are each running around 94%, which is an impressive improvement from where we were several weeks ago and makes a positive impact in relation to Mobile Fire-Rescue ALS units being available to respond to emergent calls. In relation to the question of public convenience and necessity, I do not know the total demand of the current two companies in relation to direct calls, 911 dispatches, interfacility transfers, out-of-town transfers, staffing, etc. Acadian Ambulance Service did submit letters of support for their services in Mobile, AL from Springhill Medical Center as well as University Hospital.

Acadian Ambulance Service is an accredited agency of the Commission on Accreditation of Ambulance Services (CAAS) and has been in the Ambulance business for over 54 years, currently showing staff over 4,000 employees, fixed wing and rotary wing capabilities, with operations in multiple cities in 4 states. They state they are ready to begin serving the citizens of Mobile. The company can provide ambulance service to the citizens of Mobile with over 54 years of experience delivering these services.

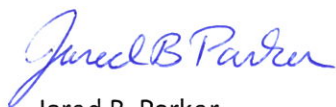
Acadian Ambulance Service shows to have the assets, qualifications, and financial backing needed to begin work within the city. Within their application they have submitted 2 letters of support from Springhill Medical Center and University Hospital, located in Mobile, AL.

Acadian Ambulance Service of Alabama has had no judgements to satisfy because of injuries received by negligent operation of the ambulance. Included in their application they are insured as well as seemingly they would have the financial ability to respond to damage to property resulting from the negligent operation of an ambulance.

Acadian Ambulance Service is an accredited agency of the Commission on Accreditation of Ambulance Services (CAAS), the intent on this accreditation is to define a "gold standard" for the medical transportation industry. Acadian Ambulance Service of Alabama would ensure all ambulance apparatus and personnel would meet or exceed the requirements of Alabama Department of Public Health Office of EMS as well as the standards set forth in the City Ordinance as well as Policy 3080: Private Service Ambulance Policy.

I have reviewed the application submitted by Acadian Ambulance Service of Alabama and provided supplemental information that was able to be gathered. To my knowledge and per investigation, I find all information submitted to be truthful.

Sincerely,



Jared B. Parker
District Chief of EMS
Mobile Fire-Rescue Department

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
AN AMBULANCE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Acadian Ambulance Service**, to operate an **ambulance** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **November 12, 2025**, at 11:00 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution Executive Director of Public Safety

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the appointment by Mayor Spiro N. Cheriogotis of Curtis Graves, as Executive Director of Public Safety is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to § 11-44C-38(a) of the Code of Alabama.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution MFRD Chief

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the appointment by Mayor Spiro N. Cheriogotis of Barry Glisson as Chief of Mobile Fire and Rescue Department is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to § 11-44C-38(a) of the Code of Alabama.

Adopted:

City Clerk