



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, November 18, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Tony Legear, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

November 12, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Gary Constantine for a waiver of the Noise Ordinance at 254 St. Anthony Street on February 15, 2026, from 11:00 a.m. - 6:30 p.m. (District 2).

Request of Gary Constantine for a waiver of the Noise Ordinance at 254 St. Anthony Street on February 17, 2025, from 3:00 p.m. - 10:00 p.m. (District 2).

Request of Collin Dumas for a waiver of the Noise Ordinance at Langan Municipal Park on November 22, 2025, from 12:00 p.m. - 5:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 1255 Brussels Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 655 Holcombe Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1314 Pecan Street a public nuisance and order it demolished (District 2).

Public hearing to fix costs for demolition of the structure 505 Chin Street; \$1,500.00 (District 2).

Public hearing to fix costs for demolition of the structure at 559 Hickory Street; \$2,300.00 (District 2).

Public hearing to fix costs for demolition of the structure at 553 Live Oak Street; \$3,675.00 (District 2).

Public hearing to fix costs for demolition of the structure at 753 Dr. Thomas Avenue; \$2,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 714 Dr. Thomas Avenue, S.; \$2,195.00 (District 2).

Public hearing to fix costs for demolition of the structure at 757 Dr. Thomas Avenue, S.; \$2,195.00 (District 2).

Public hearing to consider vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision (District 3).

Public hearing to consider a vacation fee as a condition of the vacation of rights-of-way located within Lot 1 of MAA-ACDC Subdivision (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Evan Austill - introduce himself as a representative of the development team for 6 South Franklin Street and the adjacent Hoffman property.

Tanya Christian - ask Council to financially support The Lonnie Maye Foundation to help citizens who are struggling with substance abuse.

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

Timothy Hollis - performance contracts, capital improvement projects, and neglect caused by utility companies in underserved communities.

12. ORDINANCES HELD OVER

11-056 Amend Chapter 11, Article III, Section 11 of the City Code to include subsection titled "Alabama Construction Trade Academy Fund Fees" (sponsored by Councilmembers Penn, Small, and Reynolds) (submitted by Paul Carbo, Council Attorney).

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).

13. CIP RESOLUTIONS HELD OVER

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.).

14. CONSENT RESOLUTIONS HELD OVER

40-1157 Declare the structure at 506 Patton Avenue a public nuisance and order it demolished (sponsored by Councilmember Ingram).

15. RESOLUTIONS HELD OVER

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.).

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.).

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).

16. CONSENT RESOLUTIONS BEING INTRODUCED

40-1452 Declare the structure at 1255 Brussels Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-1453 Declare the structure at 655 Holcombe Avenue a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-1454 Declare the structure at 1314 Pecan Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-1455 Fix costs for demolition of the structure located 505 Chin Street (sponsored by Councilmember Ingram).

40-1456 Fix costs for demolition of the structure at 559 Hickory Street (sponsored by Councilmember Ingram).

40-1457 Fix costs for demolition of the structure at 553 Live Oak Stree (sponsored by Councilmember Ingram).

40-1458 Fix costs for demolition of the structure at 753 Dr. Thomas Avenue (sponsored by Councilmember Ingram).

40-1459 Fix costs for demolition of the structure at 714 Dr. Thomas Avenue, S. (sponsored by Councilmember Ingram).

40-1460 Fix costs for demolition of the structure at 757 Dr. Thomas Avenue, S. (sponsored by Councilmember Ingram).

60-1461 Approve award of special bonus to the Officer of the Month; Loper (sponsored by Mayor Cheriogotis) (submitted by Chief Willam Jackson, MPD).

60-1462 Approve award of special bonus to the Firefighter of the Month; Stewart (sponsored by Mayor Cheriogotis) (submitted by Chief Barry Glisson, MFRD).

60-1463 Determine an appropriation to Bay Area Women Coalition serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1464 Determine an appropriation to John L. LeFlore Magnet High School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1465 Determine an appropriation to Secret Scientist serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1466 Determine an appropriation to Secret Scientist serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-1467 Determine an appropriation to Mobile Law Enforcement Foundation serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-1468 Determine an appropriation to Friendship Missionary Baptist Church serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1469 Determine an appropriation to Magnolia Springs Estates Property Owners Association-West serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

08-1470 Approve purchase order to Altec Industries, Inc. for articulating bucket truck for Urban Forestry; \$212,775.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

47-1471 Consider vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision (sponsored by Councilmember Small).

47-1472 Consider a vacation fee as a condition of the vacation of rights-of-way within Lot 1 of MAA-ACDC Subdivision (sponsored by Councilmember Small).

60-1473 Authorize Settlement Agreement and Release of Claims: Morgan, et al (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

18. CALL FOR PUBLIC HEARINGS

41-1474 Call for public hearing to consider the vacation of an alley adjacent to 6 South Franklin Street (scheduled for January 6, 2026) (District 2).

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: Gary S Constantine

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-421-2601

Organization (if applicable) OOMS

Mailing Address of Applicant 12359 County Road 1, Fairhope AL 36532

Telephone No. 251-421-2601 E-mail Address gary.constantine@trubridge.com

Location or address of event where amplification will be used:

254 St. Anthony Street Mobile, AL.

Date of Event: Sunday February 15th, 2026 Starting Time: 1100CST Ending Time: 1830CST

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

Type of Event: Mardi Gras Party

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

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(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: Gary S Constantine

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-421-2601

Organization (if applicable) OOMs

Mailing Address of Applicant 12359 County Road 1, Fairhope AL 36532

Telephone No. 251-421-2601 E-mail Address gary.constantine@trubridge.com

Location or address of event where amplification will be used:

254 St. Anthony Street Mobile, AL.

Date of Event: Tuesday February 17th, 2026 Starting Time: 1500CST Ending Time: 2200CST

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

Type of Event: Mardi Gras Party

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

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
505 Chin Street

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **505 Chin Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **505 Chin Street** to be **\$1,500.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$1,500.00** shall constitute a special assessment against the property at structure **505 Chin Street** and being that property more particularly described as follows:

LOT 6 BLK 2 OF SUB EAST HIGHLANDS DBK 156 PGS 594-5 #SEC 44 T4S R1W #MP29 02 44 0 003

Parcel No.: **29 02 44 0 003 191.XXX**

Owner: **BRYANT VIRGINIA
5417 SPRING DR
MOBILE AL 36693**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **505 Chin Street**, for the proposed amount of **\$1,500.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 9, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-056-24

LOCATION:
505 Chin Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 6 BLK 2 OF SUB EAST HIGHLANDS DBK 156 PGS 594-5 #SEC 44 T4S R1W #MP29 02 44 0 003

Parcel Number: 29 02 44 0 003 191.XXX

Amount: ~~\$ 1,300.00~~ \$1,500.00

Assessed: BRYANT VIRGINIA
5417 SPRING DR
MOBILE AL 36693

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
559 Hickory Street

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **559 Hickory Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **559 Hickory Street** to be **\$2,300.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,300.00** shall constitute a special assessment against the property at structure **559 Hickory Street** and being that property more particularly described as follows:

LOT 11 BLK 20 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel No.: **29 06 13 0 002 222.XXX**

Owner: **BROWN VALERIE
1109 ANDERS DR
MOBILE AL 36608-5656**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **559 Hickory Street**, for the proposed amount of **\$2,300.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 9, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-126-24

LOCATION:
559 Hickory Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 11 BLK 20 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 222.XXX

Amount: ~~\$2,100.00~~ \$2,300.00

**Assessed: BROWN VALERIE
1109 ANDERS DR
MOBILE AL 36608-5656**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member William Carroll, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
553 Live Oak Street

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **553 Live Oak Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **553 Live Oak Street** to be **\$3,675.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,675.00** shall constitute a special assessment against the property at structure **553 Live Oak Street** and being that property more particularly described as follows:

LOTS 21 & 22 IN SQR 21 OF TH TISDALE SUBD OF TH FISHER TRT DBK 75 NS PG 259 COMM AT TH NW COR OF ST MEADAR & LIVE OAK STS TH RUN WLY ALG TH N/S OF ST MEDAR ST 80 FT TH NLY & PAR W/ LIVE OAK ST 95 FT TO TH S SD OF MENAS ST 80 FT TO TH SW COR OF MENAS ST & LIVE OAK ST TH RUN SLY ON TH W SD OF LIVE OAK ST 95 FT TO TH POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel No.: **29 06 13 0 002 217**

Owner: **NICHOLSON JOYCELYN
1608 FAYE ST SW
DECATUR AL 35601-2733**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **553 Live Oak Street**, for the proposed amount of **\$3,675.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 9, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-119-23

LOCATION:
553 Live Oak Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOTS 21 & 22 IN SQR 21 OF TH TISDALE SUBD OF TH FISHER TRT DBK 75 NS PG 259 COMM AT TH NW COR OF ST MEADAR & LIVE OAK STS TH RUN WLY ALG TH N/S OF ST MEDAR ST 80 FT TH NLY & PAR W/ LIVE OAK ST 95 FT TO TH S SD OF MENAS ST 80 FT TO TH SW COR OF MENAS ST & LIVE OAK ST TH RUN SLY ON TH W SD OF LIVE OAK ST 95 FT TO TH POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 217

Amount: ~~\$3,475.00~~ \$3,675.00

Assessed: NICHOLSON JOYCELYN
1608 FAYE ST SW
DECATUR AL 35601-2733

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over the typed name.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
753 Dr. Thomas Avenue

Sponsored by: Councilmember Samantha Ingram District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **753 Dr. Thomas Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **753 Dr. Thomas Avenue** to be **\$2,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,200.00** shall constitute a special assessment against the property at structure **753 Dr. Thomas Avenue** and being that property more particularly described as follows:

LOT 68 BLK 1 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel No.: **29 02 44 0 017 077.031**

Owner: **LAND CORNELIUS JAMES
430 DISMUKES AVE
MOBILE AL 36610-2325**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **753 Dr. Thomas Avenue**, for the proposed amount of **\$2,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-165-24

LOCATION:
753 Dr. Thomas Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 68 BLK 1 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 077.031

Amount: ~~\$2,000.00~~ \$2,200.00

**Assessed: LAND CORNELIUS JAMES
430 DISMUKES AVE
MOBILE AL 36610-2325**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
714 Dr. Thomas Avenue S.

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **714 Dr. Thomas Avenue S.** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **714 Dr. Thomas Avenue S.** to be **\$2,195.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,195.00** shall constitute a special assessment against the property at structure **714 Dr. Thomas Avenue S.** and being that property more particularly described as follows:

LOT 60 BLK 2 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel No.: **29 02 44 0 017 077.XXX**

Owner: **HOWARD PEARLIE
2309 RUSHING DR
MOBILE AL 36617-2564**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **714 Dr. Thomas Avenue S.**, for the proposed amount of **\$2,195.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-235-17

LOCATION:
714 Dr. Thomas Avenue S

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 60 BLK 2 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 077.XXX

Amount: ~~\$1,995.00~~ **32,195.00**

Assessed: HOWARD PEARLIE
2309 RUSHING DR
MOBILE AL 36617-2564

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
757 Dr. Thomas Avenue S.

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **757 Dr. Thomas Avenue S.** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **757 Dr. Thomas Avenue S.** to be **\$2,195.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,195.00** shall constitute a special assessment against the property at structure **757 Dr. Thomas Avenue S.** and being that property more particularly described as follows:

LOTS 66 & 67 BLK 1 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel No.: **29 02 44 0 017 077 029.XXX**

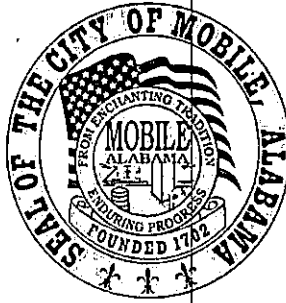
Owner: **CAPONIS AUTHERINE & CATHERINE
C/O CAPONIS AUTHERINE & CATHERINE CAPONIS HEDGEMON
4509 SENATOR ST
EIGHT MILE AL 36613-3309**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **757 Dr. Thomas Avenue, S.**, for the proposed amount of **\$2,195.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-134-24

LOCATION:
757 Dr. Thomas Avenue S

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOTS 66 & 67 BLK 1 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 029.XXX

Amount: ~~\$1,995.00~~ **\$2,195.07**

Assessed: CAPONIS AUTHERINE & CATHERINE C/O CAPONIS AUTHERINE &
CATHERINE CAPONIS HEDGEMON
4509 SENATOR ST
EIGHT MILE AL 36613-3309

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,


Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

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

NOTICE OF HEARING TO CONSIDER VACATION OF ALL RIGHTS-OF-WAY
LOCATED WITHIN LOT 1 OF MAA-ACDC SUBDIVISION; INCLUDING ALBATROSS
DRIVE, BOBOLINK DRIVE, CARDINAL DRIVE EAST, FLAMINGO DRIVE,
GOLDFINCH DRIVE, HERON DRIVE, AND JAY DRIVE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision; including Albatross Drive, Bobolink Drive, Cardinal Drive East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive.

The adoption of such resolution will be considered by the Mobile City Council on the 18th day of November 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY FEE AS
A CONDITION OF THE VACATION OF ALL RIGHTS-OF-WAY LOCATED
WITHIN LOT 1 OF MAA-ACDC SUBDIVISION; INCLUDING ALBATROSS
DRIVE, BOBOLINK DRIVE, CARDINAL DRIVE EAST, FLAMINGO DRIVE,
GOLDFINCH DRIVE, HERON DRIVE, AND JAY DRIVE

The City of Mobile has been requested by the Mobile Airport Authority to vacate all rights-of-way located within lot 1 of MAA-ACDC Subdivision; including Albatross Drive, Bobolink Drive, Cardinal Drive East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, November 18, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

RESOLUTION

Sponsored by: Councilmember C. J. Small, District 3

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision, including Albatross Drive, Bobolink Drive, Cardinal Drive, East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive, as per Resolution **VACATION RESOLUTION #** is hereby set at \$27,068.24.

Adopted:

City Clerk

Doug Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

September 15, 2025

VIA HAND DELIVERY

Lisa C. Lambert
City of Mobile Clerk
Government Plaza
Mobile, Alabama

Re: Vacation . MAA-ACDC Subdivision

Dear Ms. Lambert:

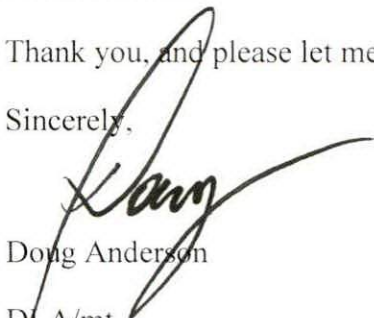
Please find enclosed the necessary documentation to vacate all of the right of ways located within Lot 1 of MAA-ACDC Subdivision, as shown on the attached site plan. These include Albatross Dr., Bobolink Dr., Cardinal Dr. E, Flamingo Dr., Goldfinch Dr., Heron Dr. and Jay Dr. The Mobile Airport Authority owns all of the property adjacent to Lot 1 that these roads service.

Due to the unique nature of this request, we do not know the square footage of the combined rights of way. Lot 1 consists of two tax parcels which total 40.35 acres. The assessed value for Key No. 12900246 is \$1,840,800.00 and the assessed value for parcel Key No. 975788 is \$589,800.00. Due to the former housing development located on this site being abandoned and demolished, and the property being repurposed for a warehouse to be used by Airbus, we request that the City Council waive any fees related to this vacation.

Also, it is our opinion that no traffic impact study should be required as ALDOT has approved the new access road servicing Lot 1 from Michigan Avenue. There will be no access directly to the I-10 Service Road.

Thank you, and please let me know if you need any additional information.

Sincerely,


Doug Anderson

DLA/mt
Enclosures

STATE OF ALABAMA)

COUNTY OF MOBILE)

**DECLARATION OF VACATION OF
RIGHT OF WAYS LOCATED IN
THE CITY OF MOBILE, ALABAMA**

WHEREAS, the undersigned, the **Mobile Airport Authority, an Alabama corporation**, is the sole the owner of all of the land abutting all right of ways within Lot 1, MAA-ACDC Subdivision located in the City of Mobile, Alabama and described as follows;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said party has requested the City of Mobile, Alabama to assent to the vacation and closing by it as the sole owner of said property located in Mobile, Alabama; and

WHEREAS, the vacation of said property will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated landowner requests that such property be closed and vacated; and

WHEREAS, said party as the sole landowner consents to this vacation; and

WHEREAS, the said property to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the sole owner of the lands, hereby declares said land to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said property is filed strictly in accordance with said statute and, having been so filed, said property hereinabove more particularly described on Exhibit A is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. Spire Gulf, Inc., Mobile Area Water & Sewer System, Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of

use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities.

3rd IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on this the day of September, 2025.

[Remainder of Page Intentionally Blank]

MOBILE AIRPORT AUTHORITY

An Alabama corporation

By: _____



G. ANDERSON WILSON
Executive Director

State of Alabama
County of Mobile

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **G. Anderson Wilson**, whose name as **Executive Director** of the **Mobile Airport Authority**, 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 3rd day of September, 2025.



NOTARY PUBLIC

My Commission Expires: _____

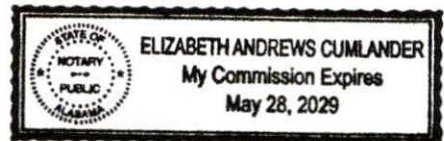
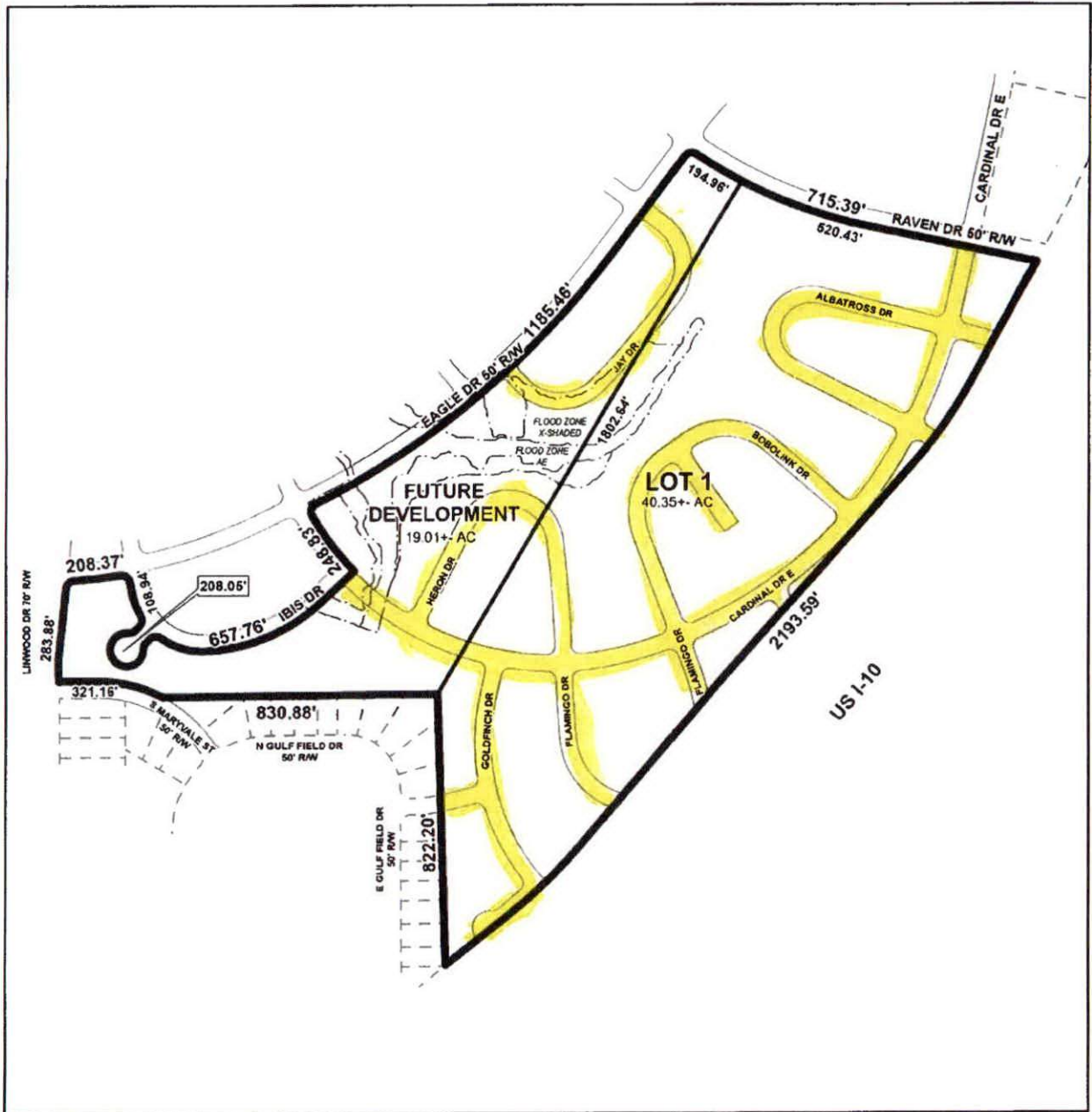


EXHIBIT A

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision

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STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION TO THE MOBILE CITY COUNCIL FOR ITS
ASSENT TO THE VACATION OF A RIGHT OF WAYS
IN THE CITY OF MOBILE, ALABAMA**

Comes now the **Mobile Airport Authority**, an Alabama corporation, as the signer of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petitions the Mobile City Council to assent to the vacation and closing by such signer as the sole owner to the following described property situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioner submits herewith an executed copy of the Declaration of Vacation, and respectfully prays that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioner herein says and shows that said property herein described are a right of ways, that your Petitioner is the sole owner of the property abutting said right of ways, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

MOBILE AIRPORT AUTHORITY
An Alabama corporation

By: 

G. ANDERSON WILSON
Executive Director

State of Alabama
County of Mobile

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **G. Anderson Wilson**, whose name as **Executive Director** of the **Mobile Airport Authority**, 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 3rd day of September, 2025.



NOTARY PUBLIC
My Commission Expires: _____

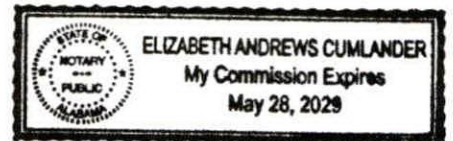
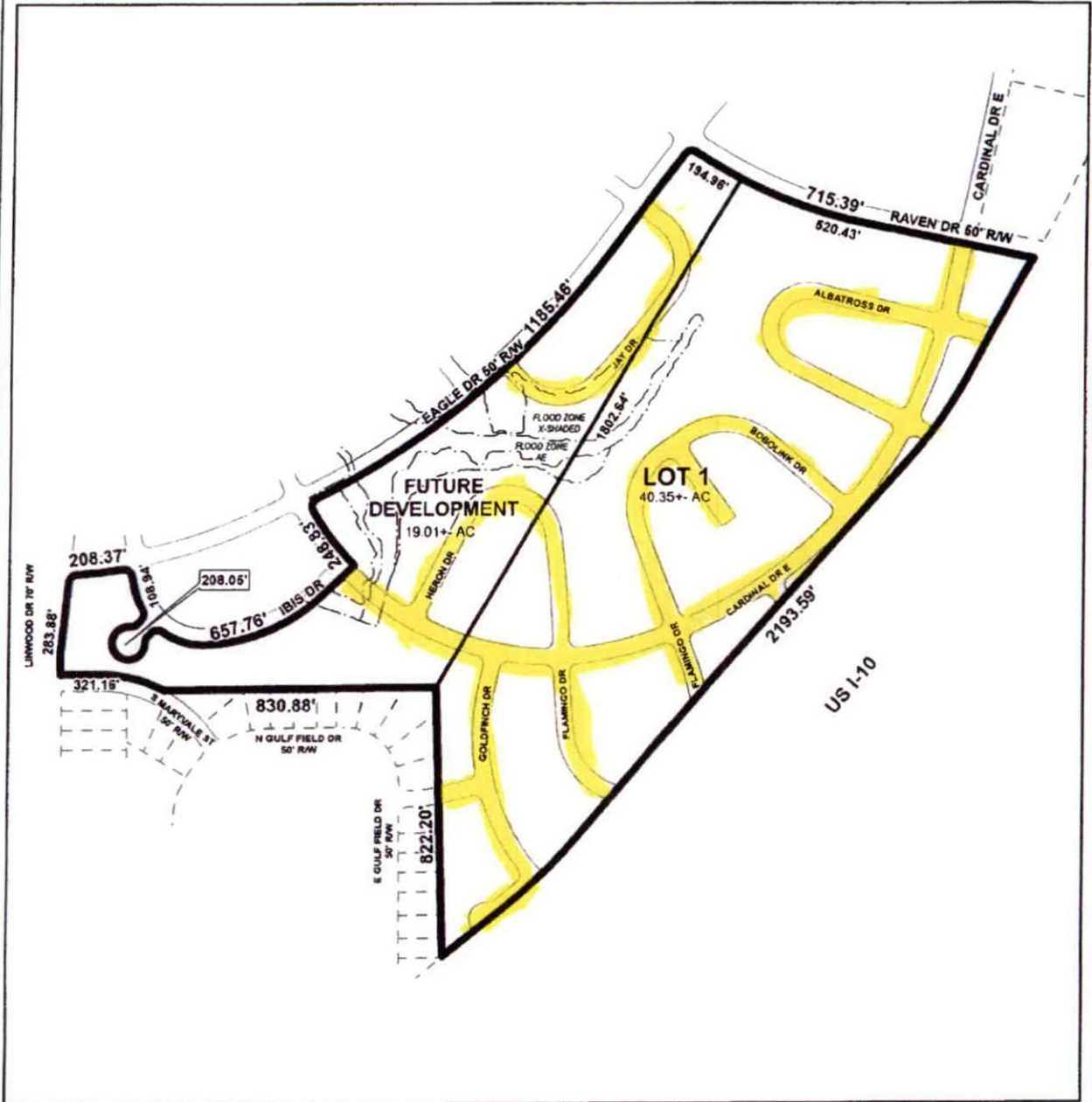


EXHIBIT A

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision





July 29, 2025

Mr. Douglas L. Anderson
Burr & Forman, LLP
RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

RE: Request to vacate the following streets within the area formerly known as
Thomas James Housing Project; Mobile Housing Board:
Albatross, Bobolink, Cardinal E, Flamingo, Goldfinch,
Heron, & Jay Drives. Section 33, T4S-R1W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our facilities are within the limits of the area to be vacated above. Consequently, our agreement to vacate this area is contingent upon the Requestor retaining easements for MAWSS at least until a master plan of development can be provided. Please know that part of this area (Thomas James), not included in the request, is on the east side of Michigan Avenue (RV Taylor) and must remain in service until the master plan addresses this issue.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SERVICE

A handwritten signature in blue ink, reading "Daryl B. Russell". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Daryl B. Russell, P.E.
Director of Planning & Market Development

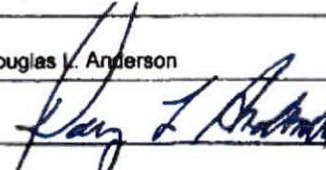
cc: A. Tyree



ROW VACATION REQUEST

Date of Request: July 21, 2025

Name of Requester: Douglas L. Anderson

Signature of Requester: 

Address of Requester: 11 North Water St., Ste. 22200, Mobile, AL 36602

P.O. Box 2287, Mobile, AL 36652-2287

Property to be Vacated: Please see attached letter and drawing

Reason for Vacation Request: Please see attached letter and drawing

NOTE: A review fee of \$75.00 (non-refundable), legal description, and property plat regarding the vacation must accompany this application.

OFFICE USE ONLY

To Mapping 07-24-2025 Received from Mapping _____

Letter Mailed _____

Approved _____ Approved, subject to conditions _____ Not approved _____



Date: 07/24/2025	Permit#: 2025 467
Account Number: 00-0000.000	

Connection Fees Invoice

Premise#: 0	
Premise Address:	
Lot #:	
Subdivision:	
	Premise Address 2:
	Type of Service:
	Size of Service:

Bill To:	BURR & FORMAN LLP	Telephone #:	000-0000
	420 N 20TH ST		
	BIRMINGHAM AL 35203	Paid By:	
Connection Fees:	\$	MAIN EXTENSION APPLICATION FEE	
	\$	PRINT COPIES	
	\$ 75.00	EASEMENT/ROW VACATE CHARGE	
	\$	RESIDENTIAL PLAN REVIEW FEE	
	\$	SUBDIVISION PLAN REVIEW FEE	
	\$	COMMERCIAL DEV PLAN REVIEW FEE	
	\$	RESUBMITTAL OF PLAN REVIEW FEE	
	\$	NON PREMISE - WASTEWATER REV APP	
	\$	RESIDENTIAL SUBD PLAN REVIEW FEE	
	\$		
	\$		
Total:	\$ 75.00		
Notes:			
ROW VACATE REQUEST FOR LOT 1 MULTIPLE STREETS ALBATROSSDR, BOBOLINK CARDINAL DR E, FLAMINGO DR, GOLDFINCH, HERON AND JAY DR			
		Route:	
		Seq:	
		Make:	

I hereby make application to Mobile Area Water & Sewer System for water and sewer capacity and connection to the premises indicated above and agree to pay in advance of installation the authority's charge for the requested water service connection for the property indicated above. I accept and agree to abide by the Rules and Regulations of the authority now or hereinafter in effect and agree to pay promptly all bills for water and services rendered thereto.

(Applicant's Signature)

(Authority Representative's Signature)



Douglas L. Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

Burr & Forman LLP
RSA Tower
11 North Water Street
Suite 22200
Mobile, Alabama 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

July 17, 2025

Daryl B. Russell, P.E.
Planning & Engineering Manager
Mobile Area Water & Sewer System
Post Office Box 180249
Mobile, Alabama 36618

Donnie Little
(Donnie.Little@comcast.com)
Comcast Cable
3248 Springhill Avenue
Mobile, Alabama 36607

Blake W. Jarrett
(BJARRETT@southernco.com)
Alabama Power Company
Post Office Box 2247
Mobile, Alabama 36652

Brad Sadler
(sc1153@att.com)
AT&T Alabama
2155 Old Shell Road
Mobile, Alabama 36607

Dorman Chapman
(Dorman.Chapman@spireenergy.com)
Right of Way Representative, Alabama
Spire
2951 Chestnut Street
Montgomery, Alabama 36107

Re: **Vacation of Numerous Streets**

Dear All:

I represent Airbus Americas, Inc. and the Mobile Airport Authority in their request to vacate streets located in the RV Taylor neighborhood. My clients desire to vacate all of the streets (as highlighted on the attached drawing) located within Lot 1 of the attached exhibit. Lot 1 was created via a subdivision approved by the Mobile Planning Commission on May 15 of this year.

Albatross Dr	Goldfinch Dr
Bobolink Dr	Heron Dr
Cardinal Dr E	Jay Dr
Flamingo Dr	

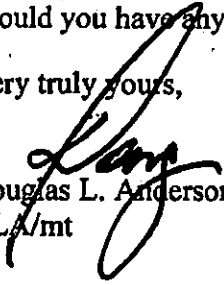
July 17, 2025
Page 2

The right of ways located in the remainder of the property owned by MAA are not subject to this vacation request.

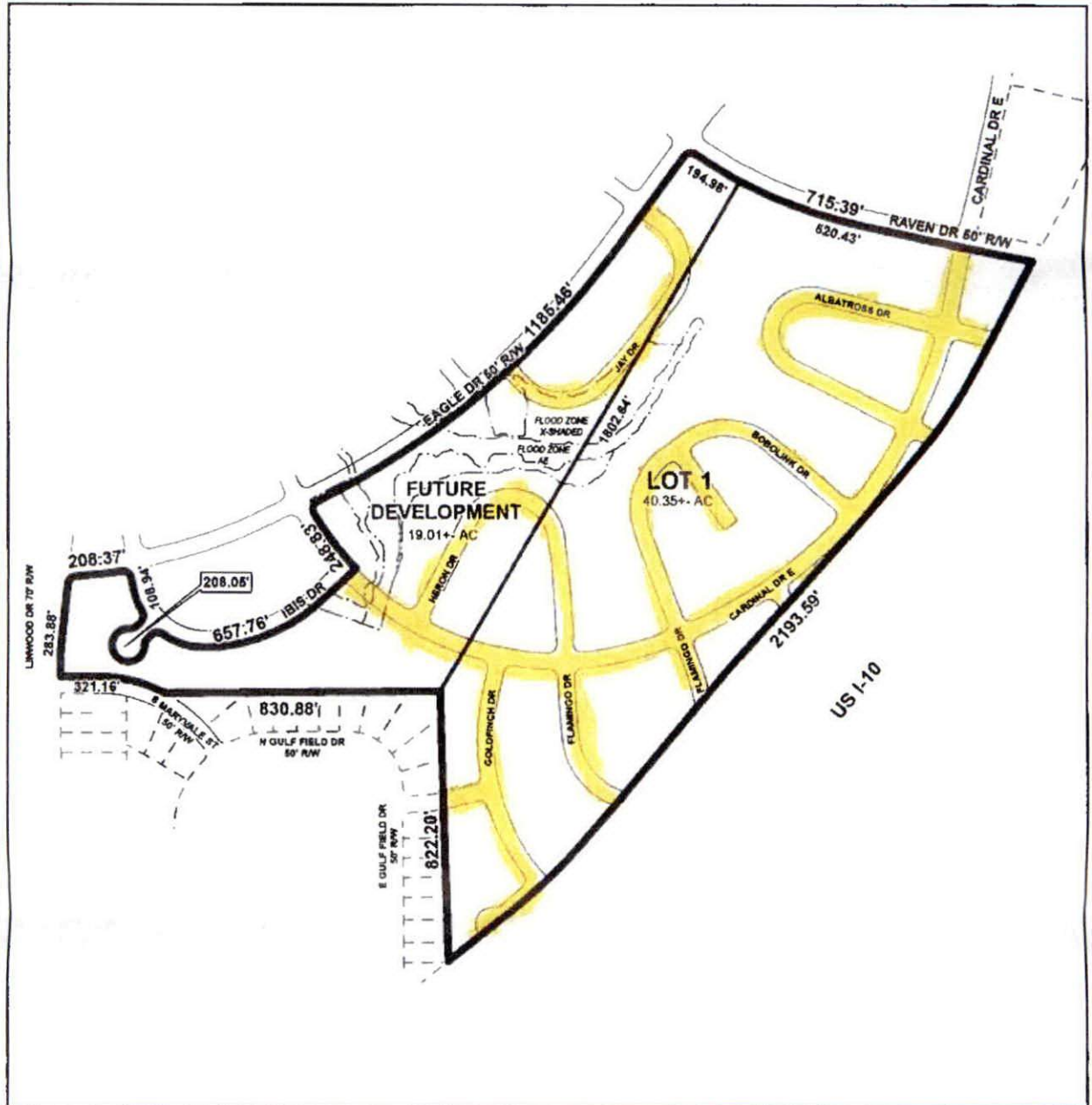
Upon your review of the enclosed documents, we ask that your company consent to the subject vacation. Of course, we will be glad to except from the vacation any rights you have to maintain utilities on the subject property.

Thank you in advance for your assistance in this matter, and please do not hesitate to contact me should you have any questions, or need any additional information.

Very truly yours,


Douglas L. Anderson
DLA/mt

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision

N

 NTS



150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com

July 17, 2025

VIA ELECTRONIC MAIL

Attn: Douglas L. Anderson
Airbus Americas, Inc. c/o Burr & Forman LLP
11 North Water Street, Suite 22200
Mobile, AL 36602

Re: Vacation of roads in the RV Taylor neighborhood Lot 1- Albatross Drive, Bobolink Drive, Cardinal Drive E, Flamingo Drive, Goldfinch Drive, Heron Drive, Jay Drive

Mr. Anderson,

You have requested consent by Alabama Power Company to the vacation of roads in the RV Taylor neighborhood Lot 1 in Mobile, AL depicted in the Detail Site Plan attached and made a part hereto.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

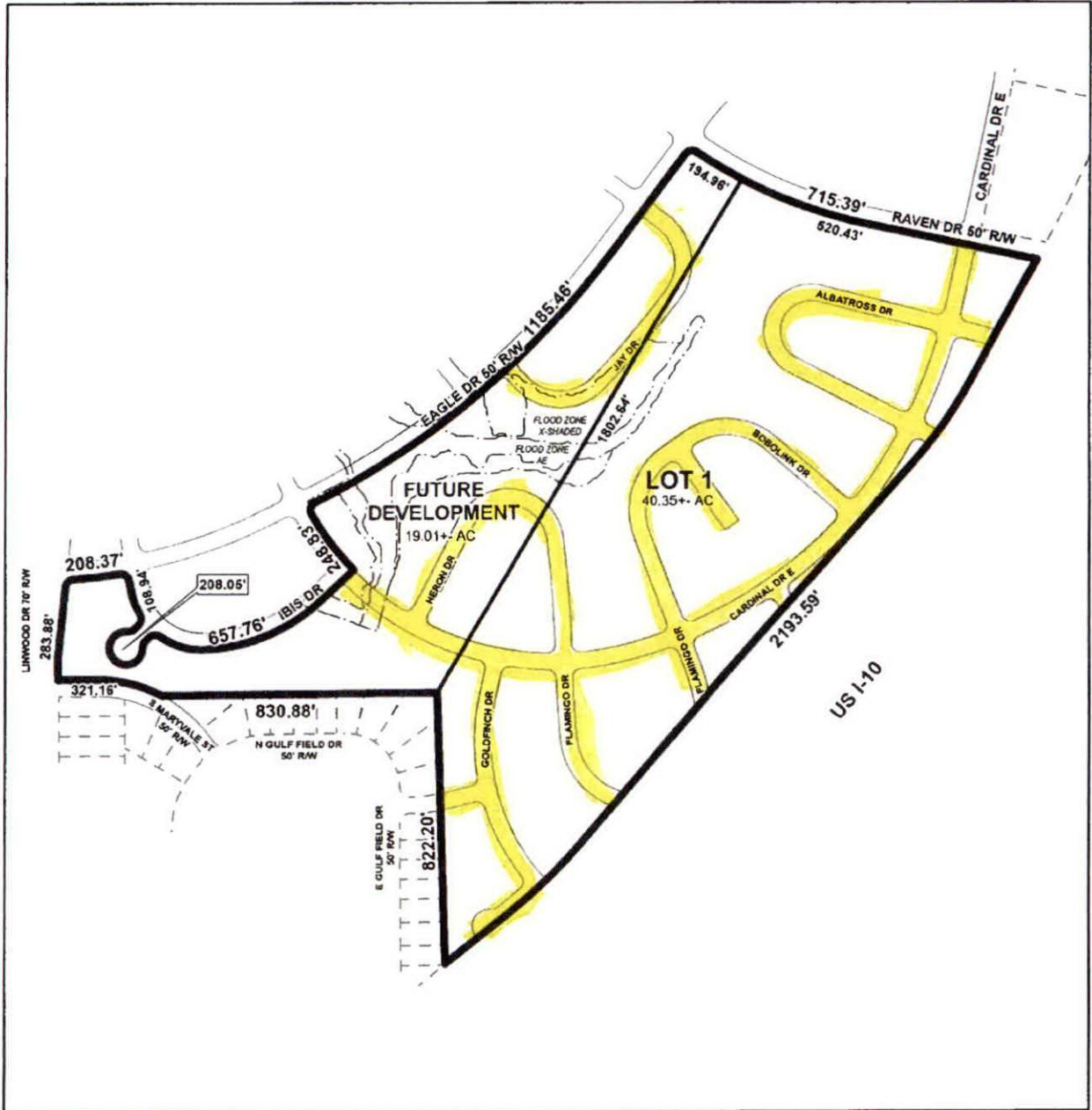
Please advise if further assistance is required.

Sincerely,

Blake Jarrett
Corporate Real Estate

Enclosure: Detail Site Plan

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision

N

 NTS

Gauthier, Lana

From: Anderson, Doug <danderson@burr.com>
Sent: Tuesday, September 30, 2025 2:51 PM
To: Gauthier, Lana
Subject: FW: Consent to Vacation of Right of Way

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.

Here is the email from AT&T consenting to the vacation. I think that is it.
Doug



Douglas L. Anderson
Partner

danderson@burr.com
251-345-8209 (direct)



11 North Water Street, Suite 22200
Mobile, Alabama 36602
PO Box 2287 | Mobile 36652

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: SADLER, BRADLEY C <bs6868@att.com>
Sent: Tuesday, September 30, 2025 12:41 PM
To: Anderson, Doug <danderson@burr.com>
Subject: RE: Consent to Vacation of Right of Way

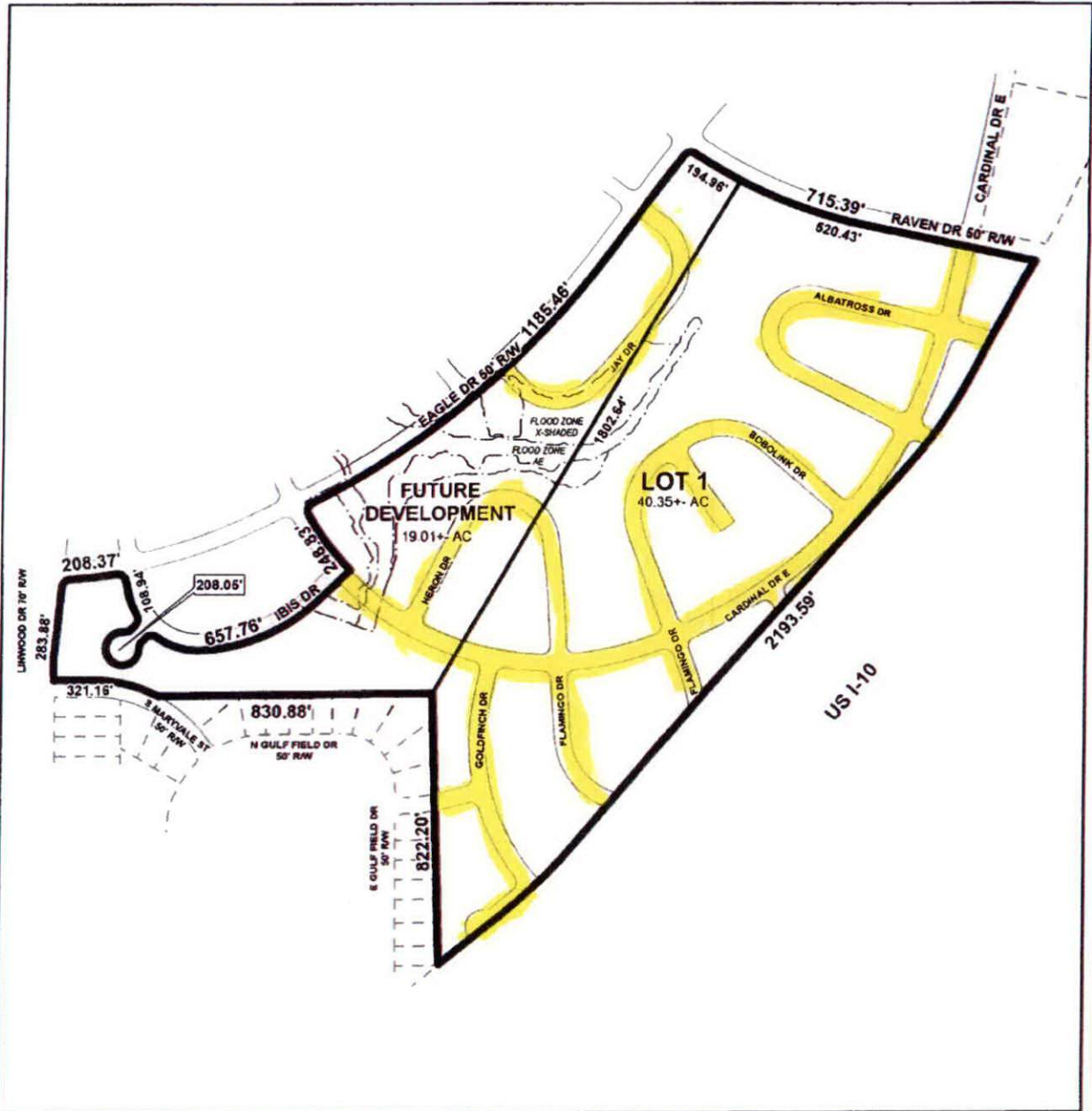
This is an EXTERNAL email! STOP, ASSESS, and VERIFY

Doug, AT&T now consents to the requested right of way vacation. Please let me know if you need any additional information. Thanks

Brad Sadler
MGR OSP PLNG & ENGRG DESIGN
Technology Operations, AL Outside Plant Engineering

AT&T – Bellsouth Telecommunications, LLC
2155 Old Shell Rd, Mobile, AL, 36607
o 251.406.0123 | brad.sadler@att.com

DETAIL SITE PLAN



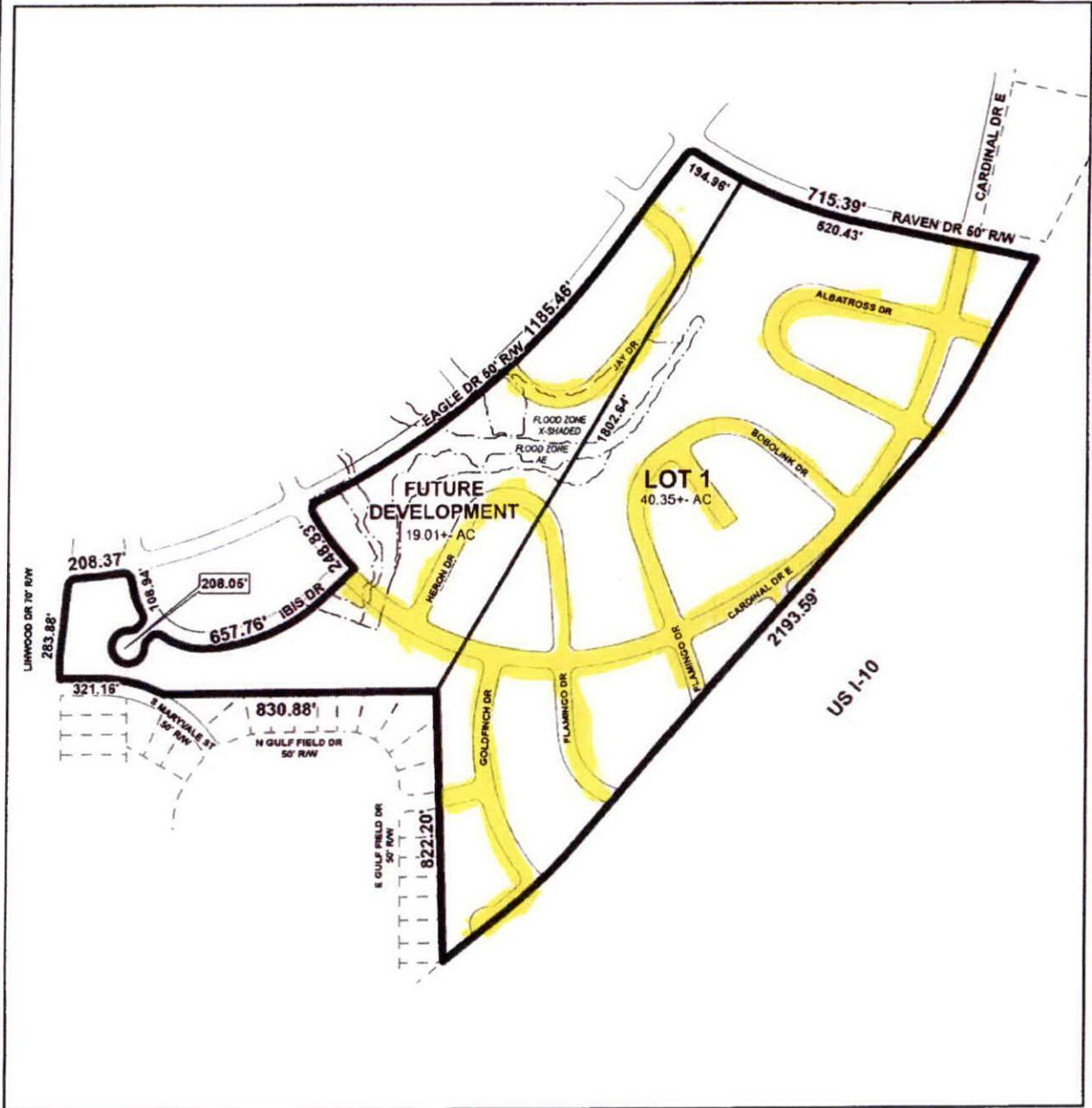
APPLICATION NUMBER 5 DATE May 15, 2025

APPLICANT MAA-ACDC SUBDIVISION

REQUEST Subdivision



DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025

APPLICANT MAA-ACDC SUBDIVISION

REQUEST Subdivision





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: Evan Austill Date: November 12, 2025

Address: 550 St. Michael Street Suite A, Mobile Alabama 36604

Phone: (615) 351-6205 Email: EAustill@RogersWillard.com

Date to Address City Council: Tuesday, November 18th

Subject and/or specific questions (must complete):

I request to address the City Council to briefly introduce myself as a representative of the development team for 6 South Franklin Street and the adjacent Hoffman property. I will provide a short overview of our ongoing historic preservation and stabilization work, and would like to express our appreciation for the Council's consideration.

My comments will focus on introducing the project, confirming our readiness to follow the City's process, and expressing our commitment to the beautification, safety, and long-term improvement of downtown Mobile.

How does this pertain to city business (must complete):

Our team has submitted a formal petition requesting the vacation of a small public alley adjacent to 6 S. Franklin Street. My remarks this Tuesday relate exclusively to that procedural step.

We wish to respect the Council's process, acknowledge the petition already on file, and make clear that our redevelopment efforts at 6 S. Franklin and the Hoffman property align with the City's broader goals for downtown revitalization, beautification, safety, and economic vitality.

Our appearance is to demonstrate our team's transparency, professionalism, and readiness as we move toward the formal hearing.

Signature: _____

E.A.
Evan Austill, on behalf of
Lemoyne Properties, LLC

Pafenbach, Lana

From: City Clerk
Sent: Thursday, November 13, 2025 7:58 AM
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, November 12, 2025 5:23 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: Tanya Christian
Date To Address Council: 2025-11-14
Address: 1605 Andover Blvd Mobile, Al. 36609
Email: tanya1968sit@yahoo.com
Phone: 2515138446

Subject And Specific Questions: Seeking the City of Mobile's support in initiating a foundation to help mobile's citizens who are struggling with substance abuse addictions.. We are hoping to find a way to raise funds to help those who are experiencing addictions, at least two to three weeks of funding in treatment until they can get approved for a SAMHSA grant in the State of Alabama. I want to name this , The Lonnie Maye Foundation.

Pertain To City Business: It will improve the economy by improving jobs, communities, families, crime population, and communicable diseases.

Signature: Addiction and drug abuse

Signature Verify: X

Agree: X

Date Submitted: 2025-11-12 17:23:10

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

From: [Pafenbach, Lana](#)
To: ["RJHILL II"](#)
Subject: RE: 11/4 Agenda
Date: Thursday, November 13, 2025 2:14:00 PM
Attachments: [2-62.pdf](#)

Mr. Hill,

Your request to address the Council at their November 18, 2025 meeting is approved with the exception of "Continue remarks from the previous 2 weeks".

This portion does not meet the requirements set out in Sec. 2-62(a)(1) of the City Code.

All requests must identify in specificity all topics you will cover.

I have attached a copy of the above-referenced Code section for your reference.

Lana Pafenbach, CMC
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, November 13, 2025 1:54 PM
To: Pafenbach, Lana <lane.gauthier@cityofmobile.org>
Subject: Re: 11/4 Agenda

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,

Greetings and Happy Thursday. This is a formal request to be added to the upcoming Agenda (November 18th). I shall address the following:

* Continue remarks from the previous 2 weeks (please keep in mind, Speakers are limited to 180 seconds [or potentially less when needlessly interrupted]. Consequently, it is often imperative to use consecutive presentations to thoroughly cover serious subject matters on the record);

* Offer point of clarity in reference to Agenda Items Sponsorships (overreach, deprivation,

negligence, precedent, terminology interpretation);

* Offer recommendations for RFP process and Business Recruitment/Partnerships;

* Remarks regarding impact of Annexation and recent "Economic Development" projects.

Thank you for your attention to this matter and for the Clerk's Office facilitating the access for Citizens to participate in the meeting we pay for!

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, Nov 6, 2025 at 1:56 PM RJHILL II <rhills4tf@gmail.com> wrote:

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



CITY CLERK DEPARTMENT

2025 NOV 13 PM 2: 09



ADDRESSING THE CITY COUNCIL

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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: Limothy Hollis Date: 11-13-25

Address: 1924 Seale St

Phone: 251-401-4772 Email: tdtalk251@gmail.com

Date to Address City Council: 11-18-25

Subject and/or specific questions (must complete): Performance Contracts,
Capital improvement projects. Neglect caused by
utility companies in underserved communities

How does this pertain to city business (must complete):

Capital improvement and neighborhood development.

Signature: [Signature]

AN ORDINANCE TO AMEND CHAPTER 11, ARTICLE II, SECTION 11, OF THE CITY OF MOBILE MUNICIPAL CODE TO INCLUDE A SUBSECTION ENTITLED “ALABAMA CONSTRUCTION TRADE ACADEMY FUND FEES”.

Sponsored by: City Councilmembers Cory Penn (D1), C. J. Small (D3), Ben Reynolds, (D4), and Josh Woods, (D6)

WHEREAS, the City of Mobile recognizes the shortage of skilled trade workers in the residential construction industry; and

WHEREAS, Alabama Act 2025-398 affords municipalities with an opportunity to provide funding derived from specific building permit fees and specific other permit fees to the Alabama Construction Trade Academy Fund established in the State Treasury; and

WHEREAS, Act 2025-398 states, in part, that the Alabama Construction Trade Academy board may award grants to programs recognized by the Alabama Home Builders Foundation as a part of the Alabama Homebuilding Academy Network; and

WHEREAS, the Alabama Home Builders Foundation has submitted a letter addressed to Mobile city council members asserting that every dollar collected within the Mobile jurisdiction will be for the sole use of the South Alabama Homebuilding Academy (SAHA); and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 11, Article II, Section 11, of the City of Mobile Municipal Code is hereby amended by the addition of a Subsection entitled “Alabama Construction Trade Academy Fund Fees” and this Subsection shall read as follows:

Pursuant to Alabama Act 2025-398 there is hereby a fee of twenty dollars (\$20.00) levied on every building permit, mechanical permit, plumbing permit, electrical permit or any combination of these permits, and any other permit required for the construction or remodeling of a new or existing residence or structure as defined in Section 34-14A-2, Code of Alabama 1975.

- (1) Section 34-14A-2 defines a residence as a single unit providing complete independent residential living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.
- (2) Section 34-14A-2 defines a structure as a residence on a single lot, including a site-built home, a condominium, a duplex or multi-unit residential building consisting of not more than four residential units, or any improvement thereto.
- (3) All funds collected by the City pursuant to this subsection shall be remitted to the State Treasury’s Alabama Construction Trade Academy Fund in the manner and frequency preferred by the State.
- (4) Unless otherwise amended, this Subsection and the fees levied pursuant to it shall sunset, completely, effective September 30, 2030.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: November 18, 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.

-
- (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.

-
- (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).

-
- (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



CAPITAL CONTRACT SUMMARY SHEET

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 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

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
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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
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
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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

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
	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	1.00	913.00000	913.00
	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 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
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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
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

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
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
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
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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

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
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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
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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			
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
	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

=====	=====
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 11
=====	=====

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
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			

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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 13
=====	=====

Vendor
GAMETIME
P O BOX 1178

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200 WEST PARKWAY DRIVE

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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
021 FREIGHT	1.00 EACH	7057.21000	7057.21

1 2000.80.00.0000.0000.0000.0000.48010. E C1004 .CONSTRUCTN.	7057.21
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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

Requisition Link

Requisition Total	649921.69
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***** 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 *****

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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Page 14

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/25	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk			
	Approved 10/28/25 CARLEEN STOUT			
	Approved 10/28/25 CHAD HOLM			
	Approved 10/29/25 BRENDA RHODES			
	Approved 10/29/25 TIFFANY HOLLINS			
	Approved 10/29/25 RELYA MALLORY			
	Queued 10/29/25 DONALD ROSE			
	Queued 10/29/25 SANDRA LEWIS			
	Queued 10/29/25 STEVEN KRONINGER			
	Queued 10/29/25 SAMANTHA COOLEY			
	Queued 10/29/25 ANNE FOLEY			
	Queued 10/29/25 JOHN PAINE			
	Comment			
	approved!			
	Auto approved by: 910518486			
	Auto approved by: 910511034			
	Auto approved by: 910511034			
	Auto approved by: 910511034			
	Auto approved by: 910511034			
	Auto approved by: 910511034			
	Auto approved by: 910511034			
	Auto approved by: 910511034			

Authorized By: _____ Date: _____
 Signature



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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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
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
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)

CONTRACT #

PROJECT NAME: CIP Figures Park - Community Center Mechanical Improvements

CAPITAL PROJECT #: C0916 (20002000-48010)

CONTRACT AMOUNT: \$461,000.00 DATE OF RECEIPT: _____

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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	

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



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

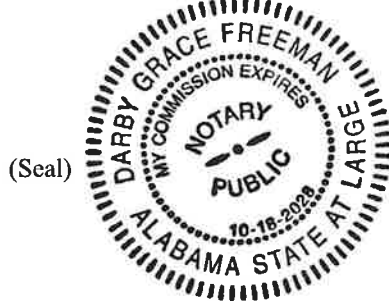
Date: 10/3/2025

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



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

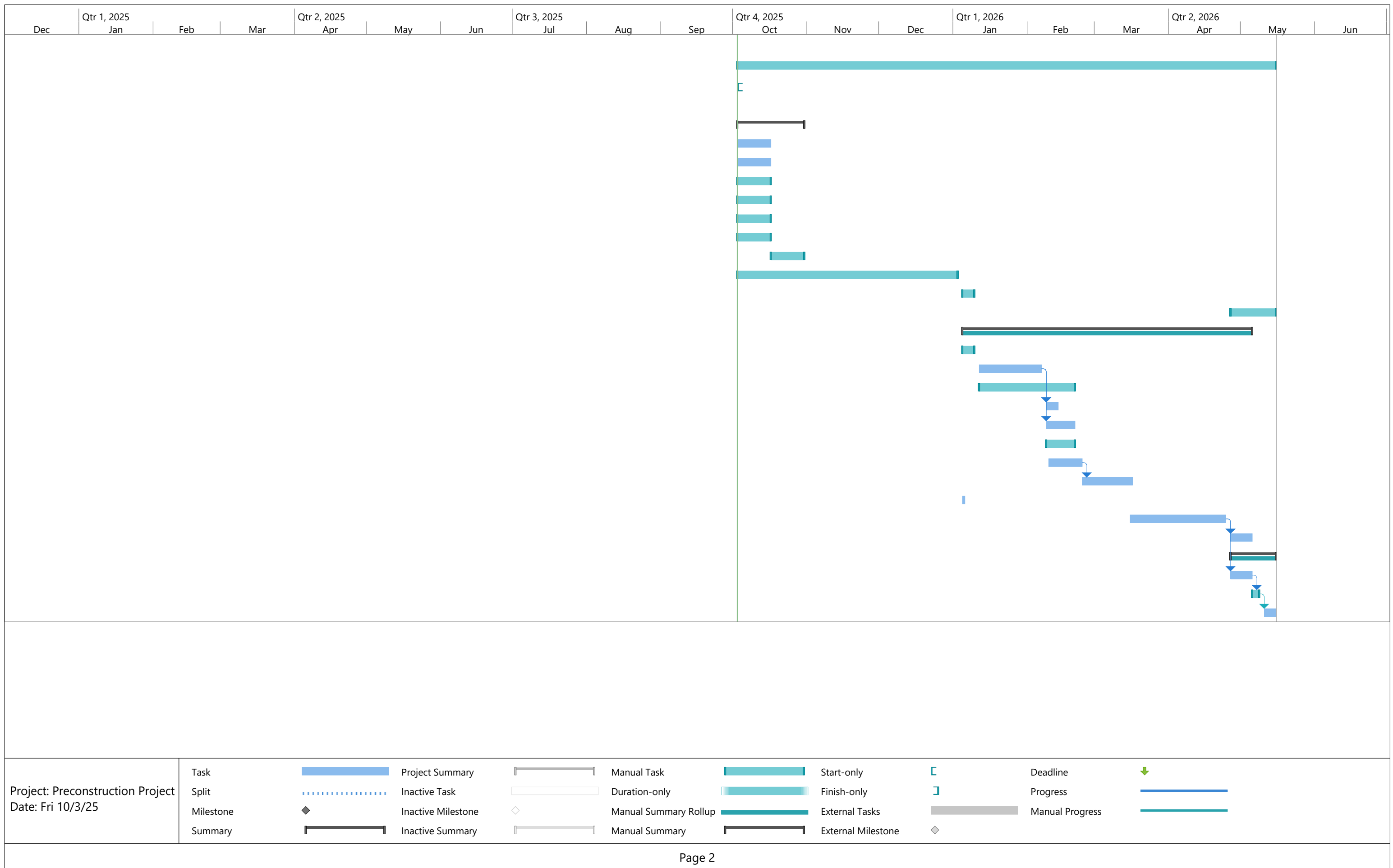


FIGURES PARK COMMUNITY CENTER MECHANICAL IMPROVEMENTS
PR-035-25

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 COPIES. TWO FOR THE PRINCIPAL, TWO FOR THE SURETY.

SIGNED, SEALED AND DATED this _____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____

Name and Title: _____

SURETY

Company: Swiss Re Corporate Solutions America Insurance Corporation
(Corporate Seal)

By: _____

(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

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:

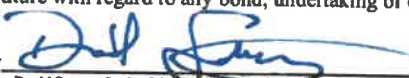
FIFTY MILLION (\$50,000,000.00) DOLLARS

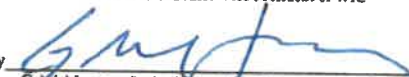
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated 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.

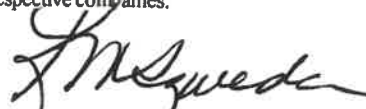
State of Illinois
County of Cook

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. 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

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 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 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) COUNTERSIGNS.

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. OHSIE
 (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 McCRRARY 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:

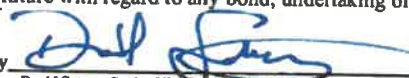
FIFTY MILLION (\$50,000,000.00) DOLLARS

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.

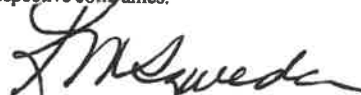
State of Illinois
County of Cook

§§

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

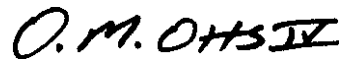
City of Mobile
205 Government Street
Mobile AL 36644

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

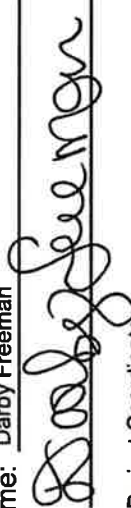
FORM 1: Background and Plan

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

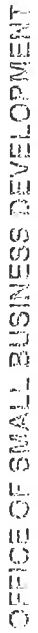
RFP/RFQ Solicitation Number	Project #PR-035-25
Project Description	Figures Park Community Center Mechanical Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total number of Employees 272	

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:

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.

[Browse Results](#)
[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		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

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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SECTION DOCUMENT NAME

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- Section 00200 Instructions to Bidders
 - AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00400 Bid Form
 - Sales Tax Form C-3A
 - Office of Supplier Diversity Subcontracting and Major Supplier Plan
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 - Performance Bond (Owner's modified form)
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 - Application and Certificate for Payment
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 - AIA Document G703 with DBE Utilization Report
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 - 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, W-9 Form, and City of Mobile Vendor Information Form
- Section 00700 General Conditions of the Contract for Construction –
 - AIA Documents A201 (with Owner's modifications)

DIVISION 1 GENERAL REQUIREMENTS

- Section 01010 Summary of Work
- Section 01210 Allowances
- Section 01230 Alternative Bid Items
- Section 01310 Project Management & Co-ordination
- Section 01320 Construction Progress Documentation
- Section 01330 Submittal Procedures
- Section 01635 Substitution Procedures
- Section 01700 Execution Requirements
- Section 01710 Closeout Procedures
- Section 01731 Cutting and Patching
- Section 017823 Operation and Maintenance Data
- Section 017839 Project Record Documents

- DIVISION 2 SITEWORK
- DIVISION 3 CONCRETE
- DIVISION 4 MASONRY

Figures Park Community Center
Mechanical Improvements
PR-035-25

DIVISION 5	METALS
DIVISION 6	WOOD AND PLASTIC
DIVISION 7	THERMAL AND MOISTURE PROTECTION
DIVISION 8	DOORS AND WINDOWS
DIVISION 9	FINISHES
DIVISION 10	SPECIALTIES
DIVISION 11	EQUIPMENT
DIVISION 12	FURNISHINGS
DIVISION 13	SPECIAL CONSTRUCTION
DIVISION 23	HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

	Section 230000 Mechanical General
	Section 230130 HVAC Air Distribution System Cleaning
	Section 230529 Pipe Hangers
	Section 230590 HVAC Testing, Adjusting and Balancing Requirements
	Section 230593 HVAC Testing, Adjusting and Balancing Procedures
	Section 230713 Duct Insulation
	Section 230719 Pipe Insulation
	Section 232300 Refrigerant Piping
	Section 233113 Metal Ductwork
	Section 233300 Duct Accessories
	Section 235200 Gas Fired Boilers
	Section 236200 Condensing Units
	Section 237300 Air Handling Units
DIVISION 26	ELECTRICAL

Section 260000 Electrical General

DRAWINGS:

General:

G-1.0	Cover Sheet
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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

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
- 3 BIDDING DOCUMENTS
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- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
- 9 NONDISCRIMINATION
- 10 USE OF DOMESTIC PRODUCTS
- 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.



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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: _____



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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):
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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
☒	COMMERCIAL GENERAL LIABILITY	☒	☒				DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MEDICAL EXP (Any one person) \$ 5,000
☒	Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	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: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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

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 _____

Form

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**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) ▶ _____
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate

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) _____

(Applies to accounts maintained outside the U.S.)

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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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:

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

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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.

PAGE 10

§ 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.

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§ 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;

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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.
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§ 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.
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§ 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.

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
Mechanical Improvements
PR-035-25

- 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 UTILITIES:

- 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 CEM.
 - 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

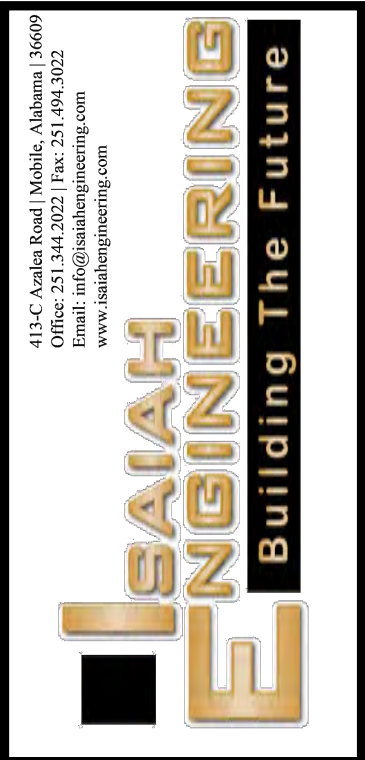


VICINITY MAP
N.T.S.

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)

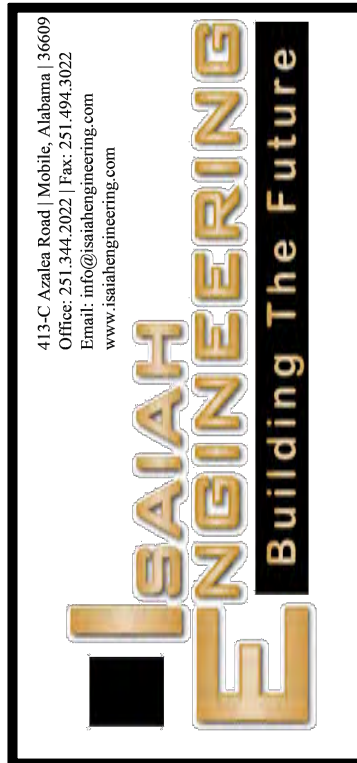
MARK	+ MANUFACTURER	MODEL NO.	TONNAGE	REFRIGERANT	SYSTEM IEER	SUCTION LINE CONNECTION SIZE (IN.)	LIQUID LINE CONNECTION SIZE (IN.)	VOLTAGE	MCA (AMPS)	MOCP (AMPS)	DIMENSIONS (L/W/H, in.)	REMARKS
CU-1A	TRANE	TTA150K3DAA	12.5	R-454B	12.4	1.125	0.500	208-230/3/60	66.00	90.00	52 x 40 x 51	BASE BID. SEE GENERAL 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)

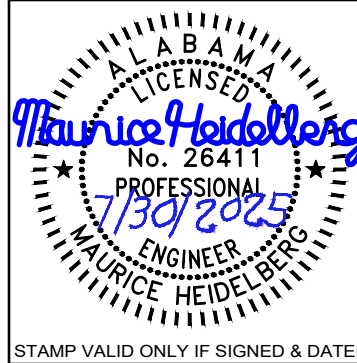
MARK	+ MANUFACTURER	MODEL NO.	TYPE	INPUT CAPACITY (MBH)	OUTPUT CAPACITY (MBH)	WATER FLOW (GPM)	PRESSURE DROP (FT. WG)	THERMAL EFFICIENCY (%)	ENTERING WATER TEMP (°F)	LEAVING WATER TEMP (°F)	PRESSURE RATING	OPERATING PRESSURE	BURNER HP	BLOWER MOTOR CURRENT	MOCP	VOLTAGE	WATER INLET/OUTLET NPT (IN.)	GAS 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



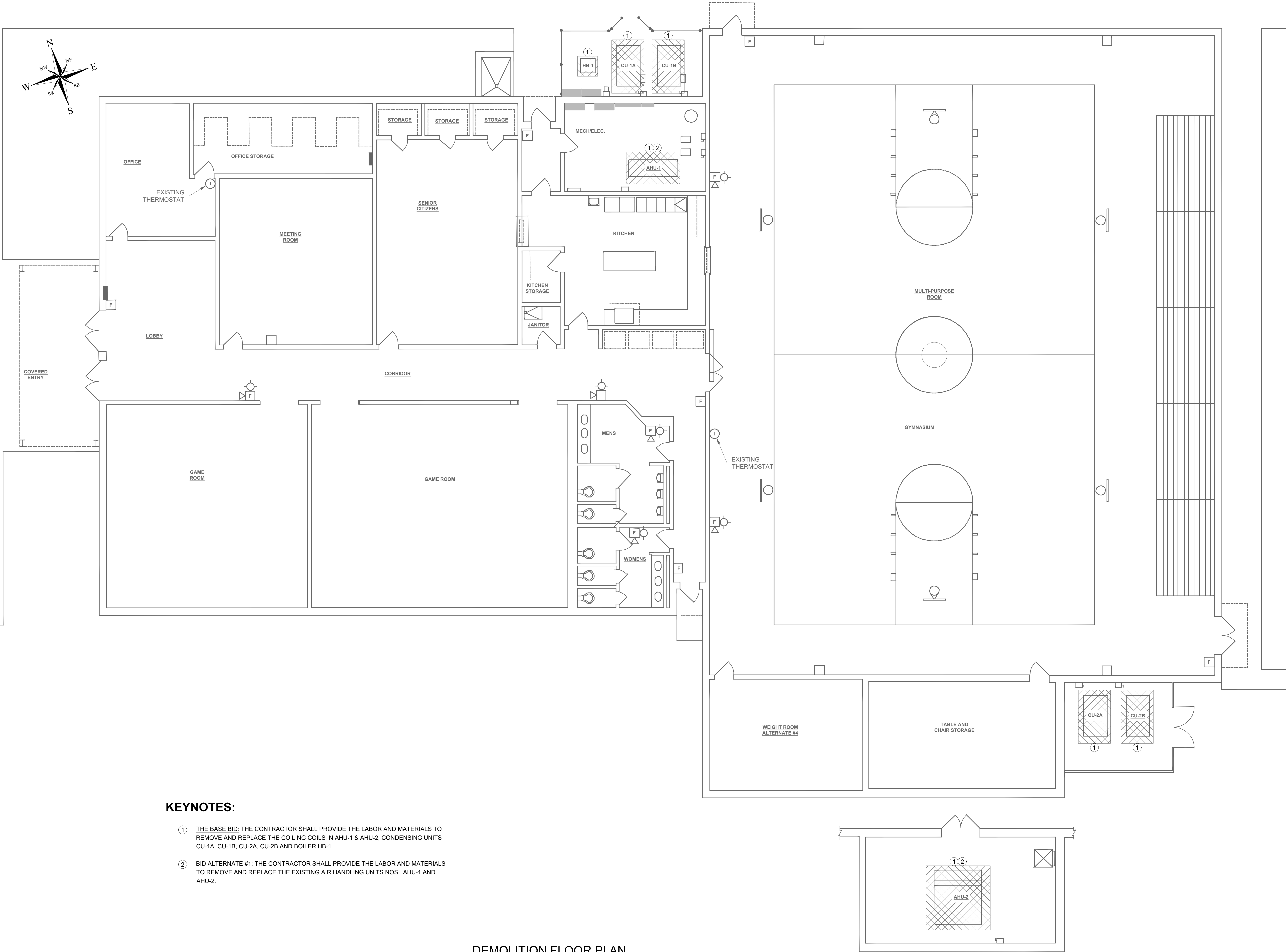
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SCALE AS NOTED
CLIENT NO. PR-086-25
ISSAH NO. CDM-2025-02-28
DRAWN BY: B. BERTRAND
DESIGN BY: M. HEIDELBERG
REVIEWED BY: N. EVERETT

REVISIONS



STAMP VALID ONLY IF SIGNED & DATED
FILE: -
DATE: 7/30/2025

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(S) NOTED
CLIENT NO. PR-035-25
ISSUED NO. COM 2025-02-28
DRAWN BY: B. BERTRAND
DESIGN BY: M. HEIDELBERG
REVIEWED BY: N. EVERETT

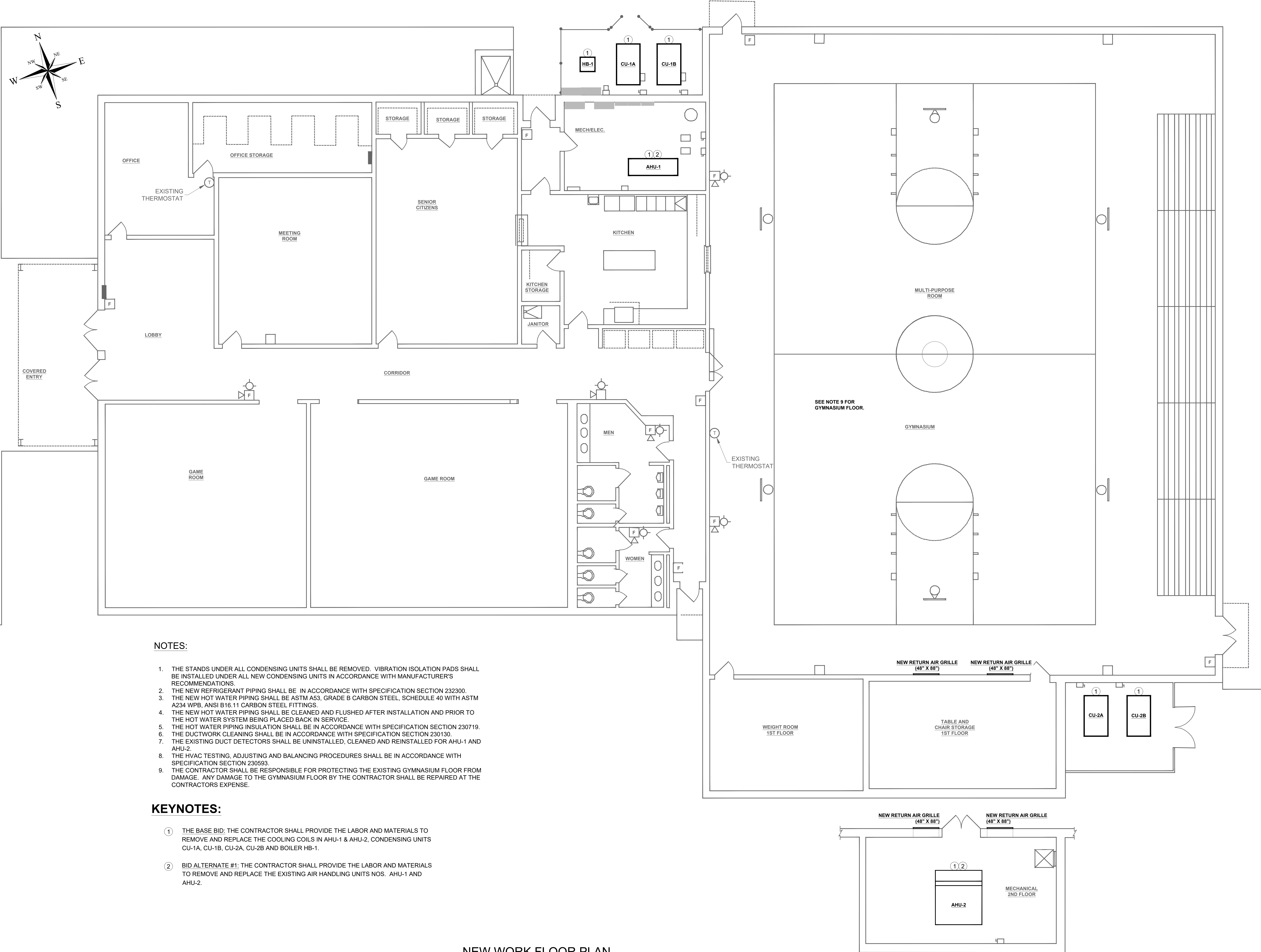
REVISIONS



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

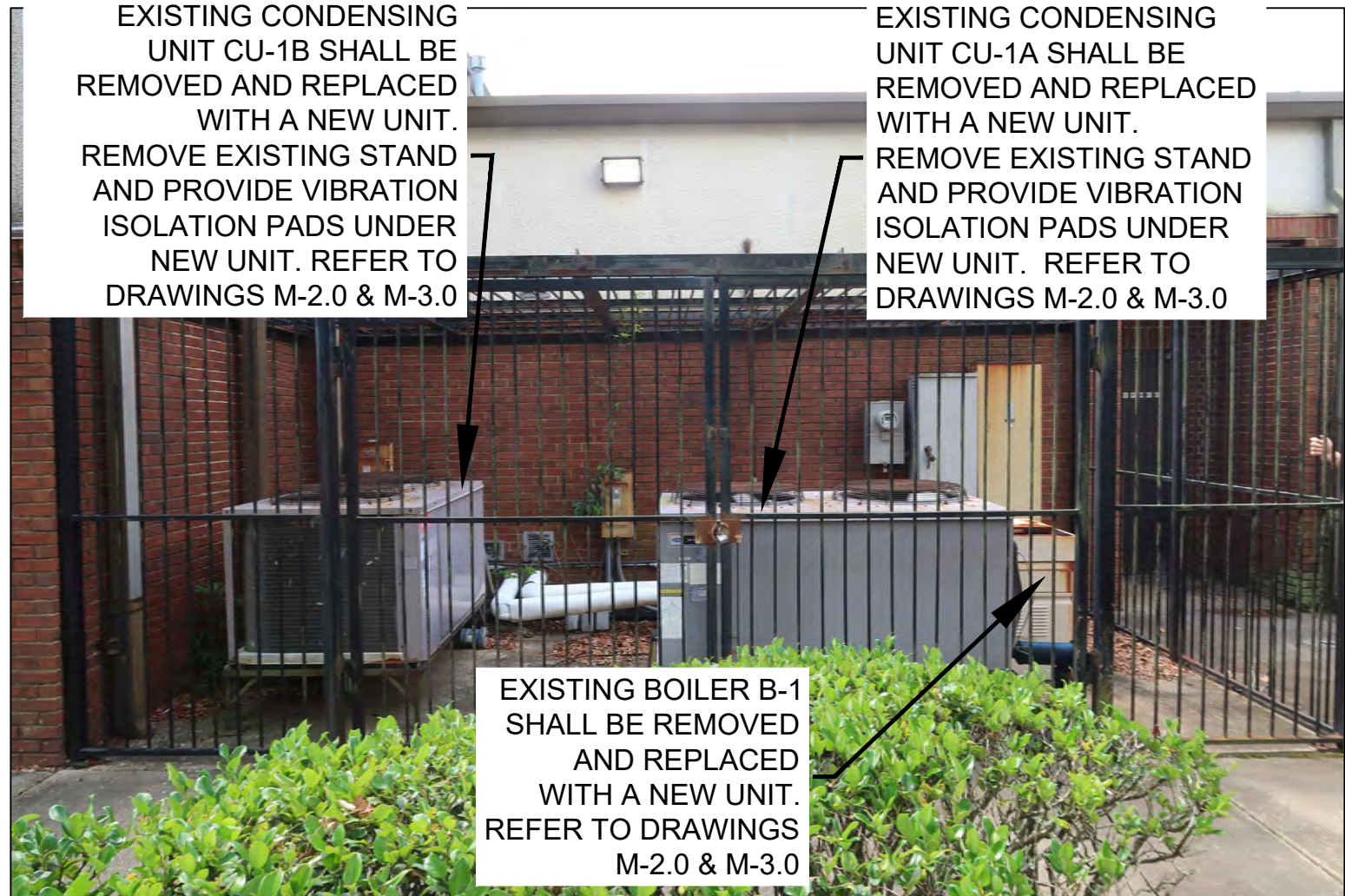


FILE: -
DATE: 7/30/2025

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



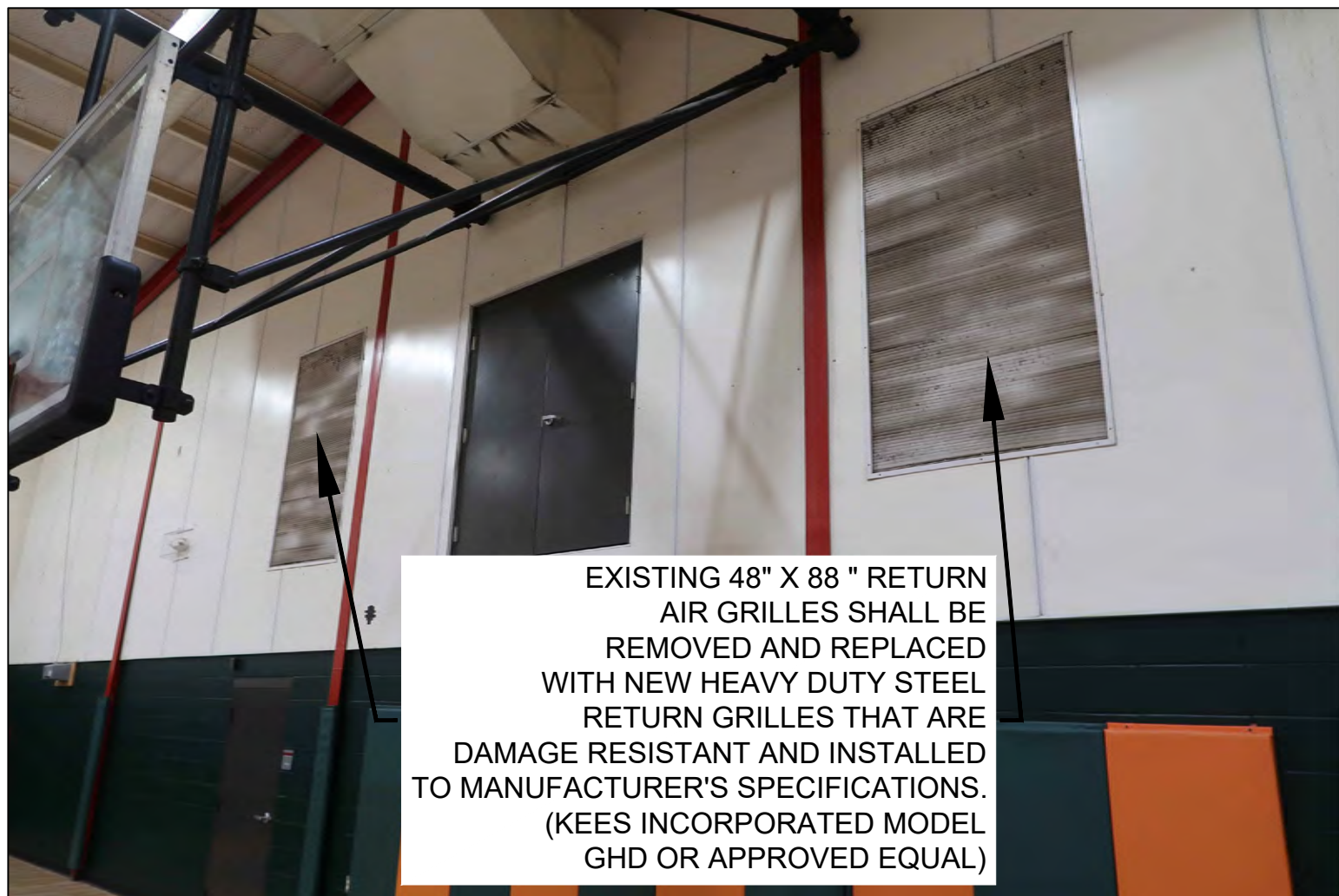
CONDENSING UNITS CU-1A, CU-1B AND BOILER HB-1

SCALE: NOT TO SCALE



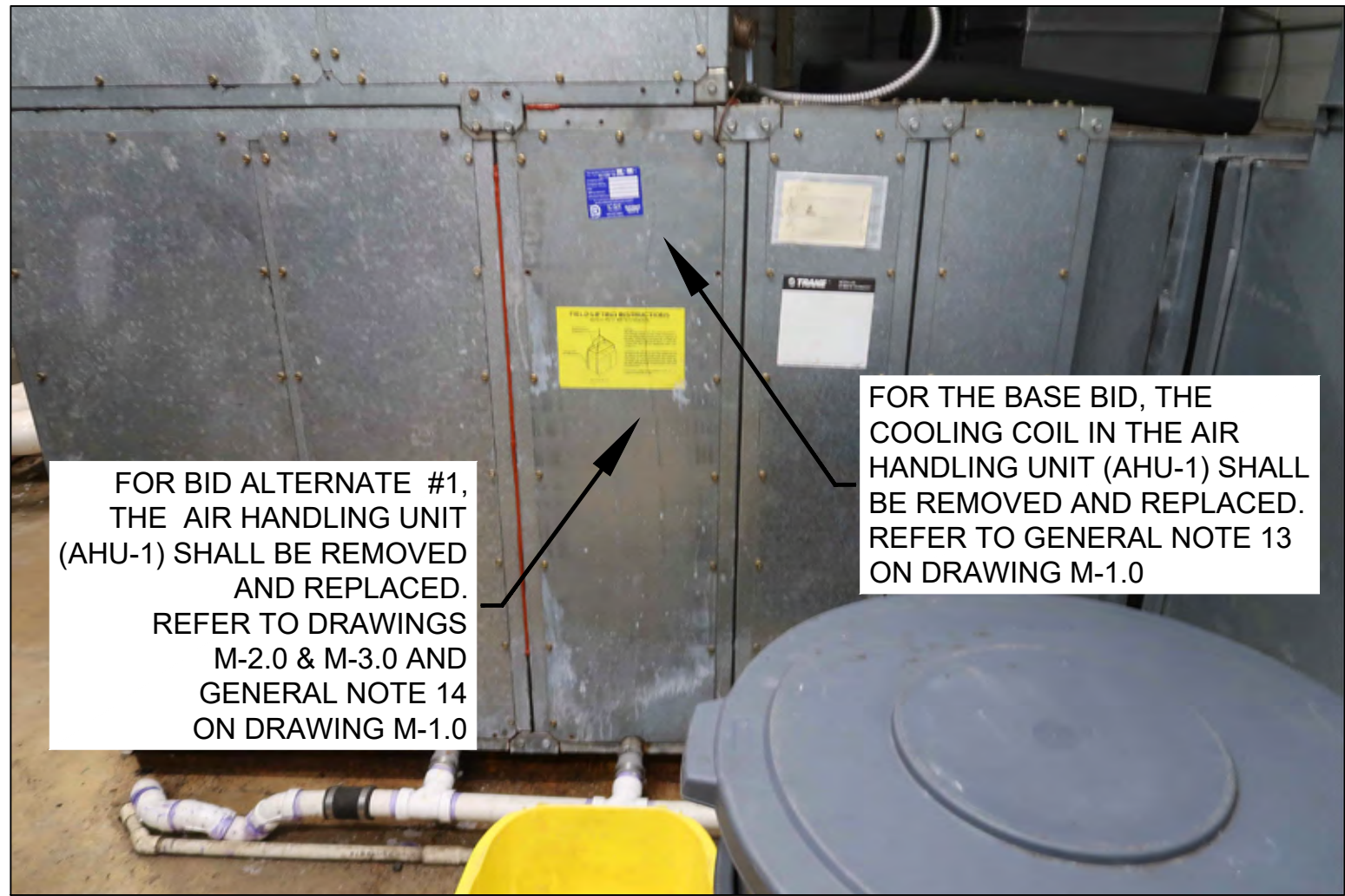
BOILER B-1 PIPING AND VALVES

SCALE: NOT TO SCALE



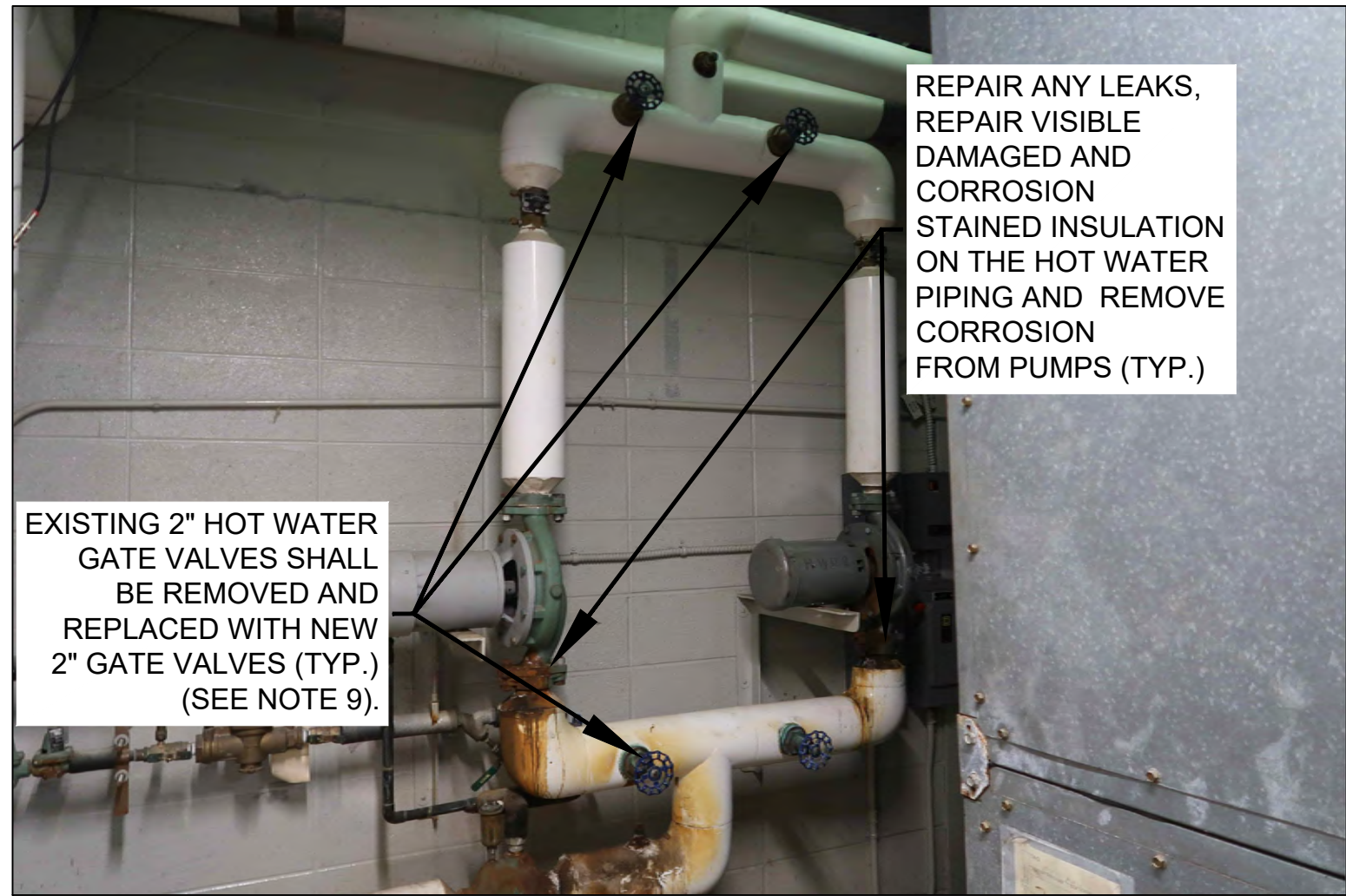
RETURN GRILLES FOR AHU-2

SCALE: NOT TO SCALE



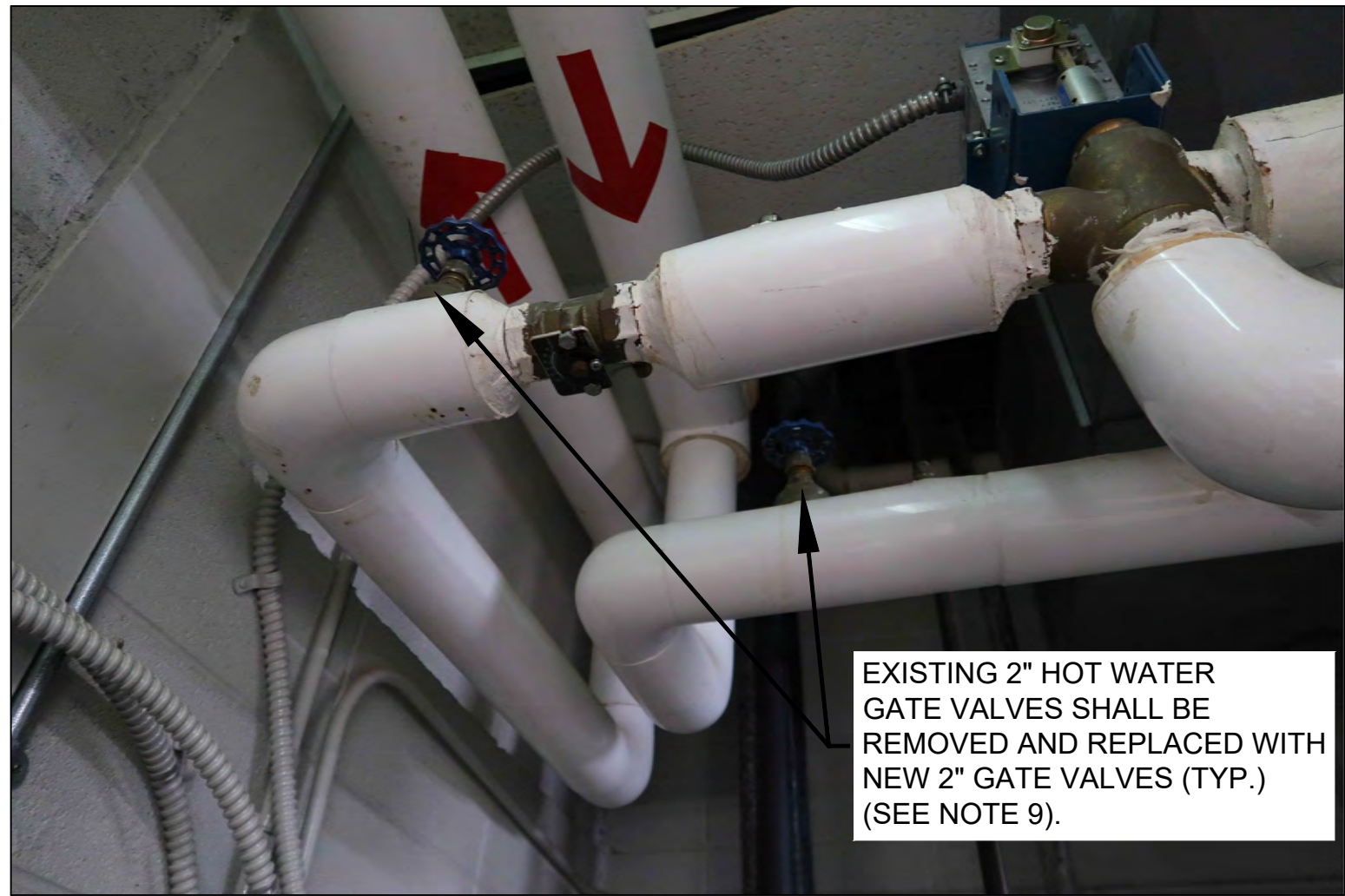
AIR HANDLING UNIT AHU-1

SCALE: NOT TO SCALE



HOT WATER PIPING FOR AIR HANDLING UNIT AHU-1

SCALE: NOT TO SCALE



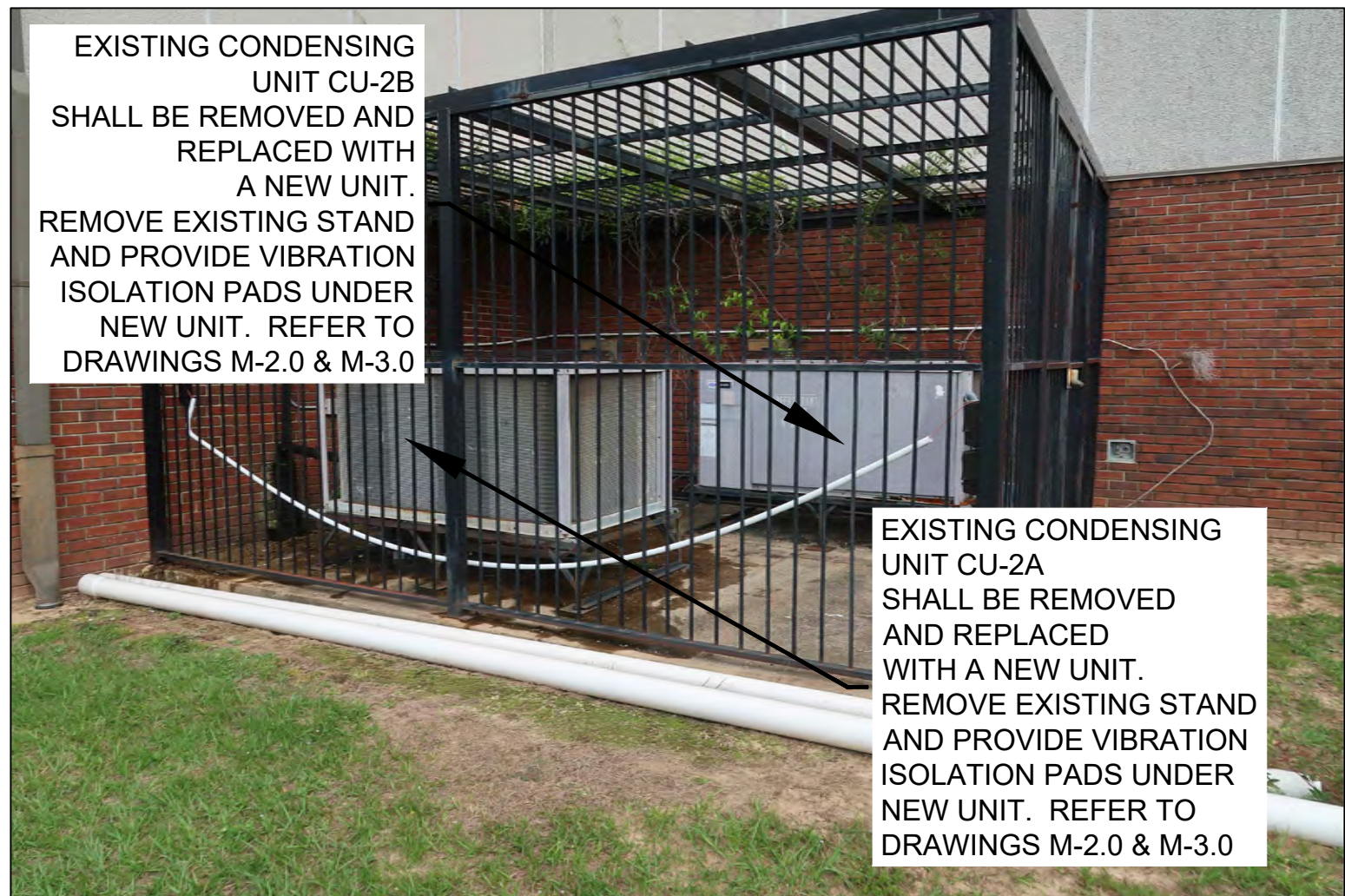
HOT WATER PIPING FOR AIR HANDLING UNIT AHU-1

SCALE: NOT TO SCALE



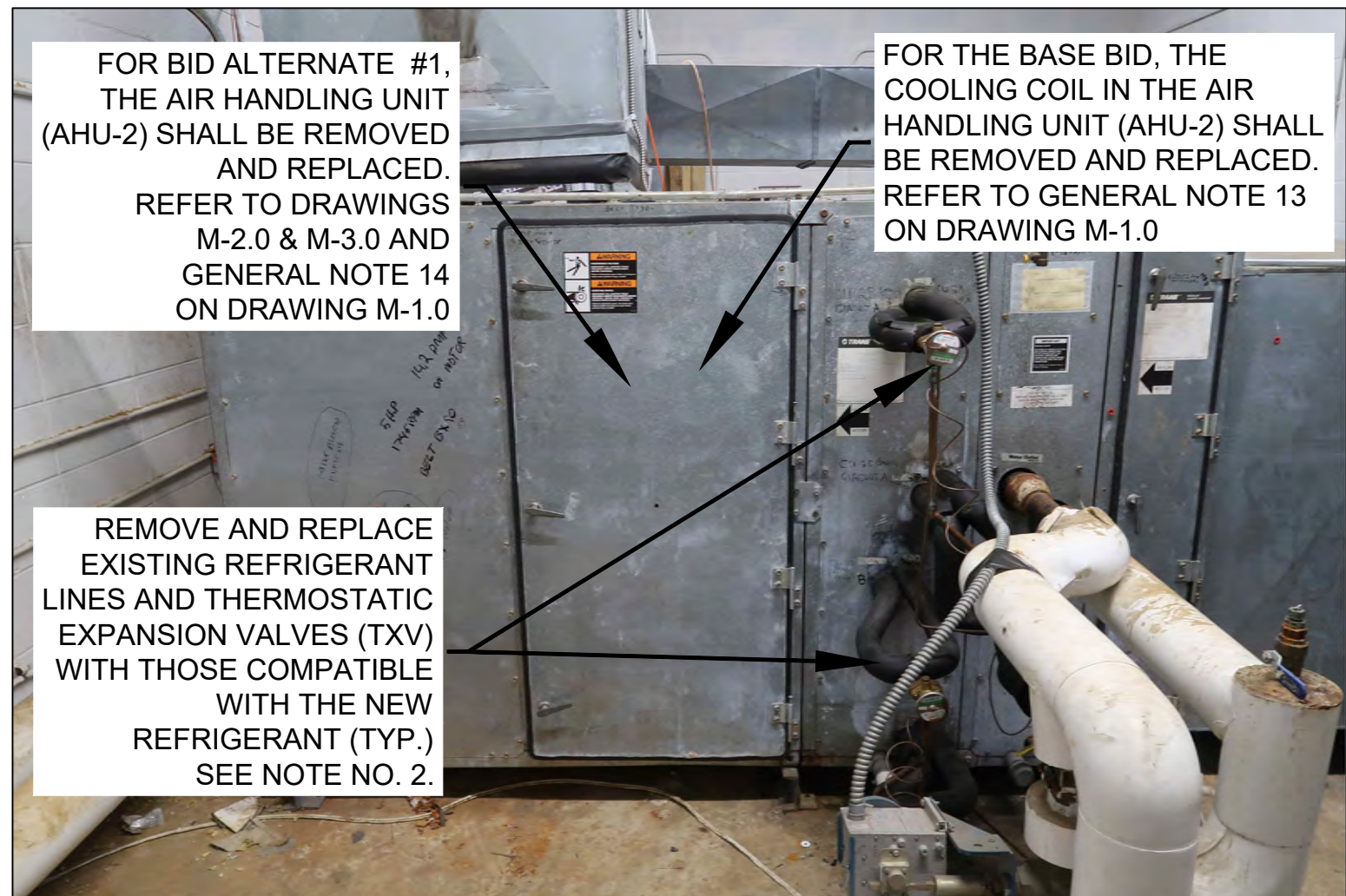
AIR HANDLING UNIT AHU-1

SCALE: NOT TO SCALE



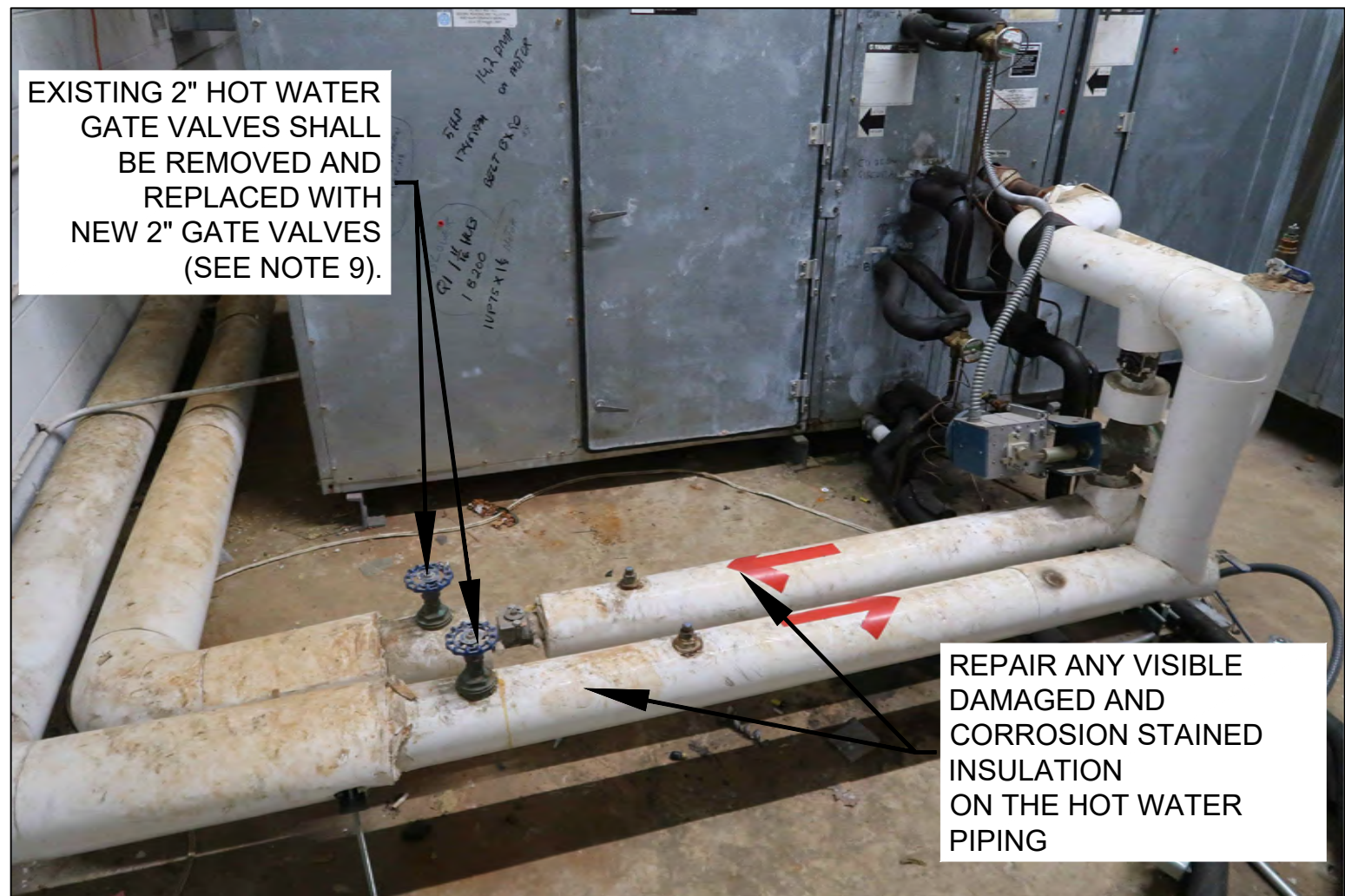
CONDENSING UNITS CU-2A, CU-2B

SCALE: NOT TO SCALE



AIR HANDLING UNIT AHU-2

SCALE: NOT TO SCALE



HOT WATER PIPING FOR AIR HANDLING UNIT AHU-2

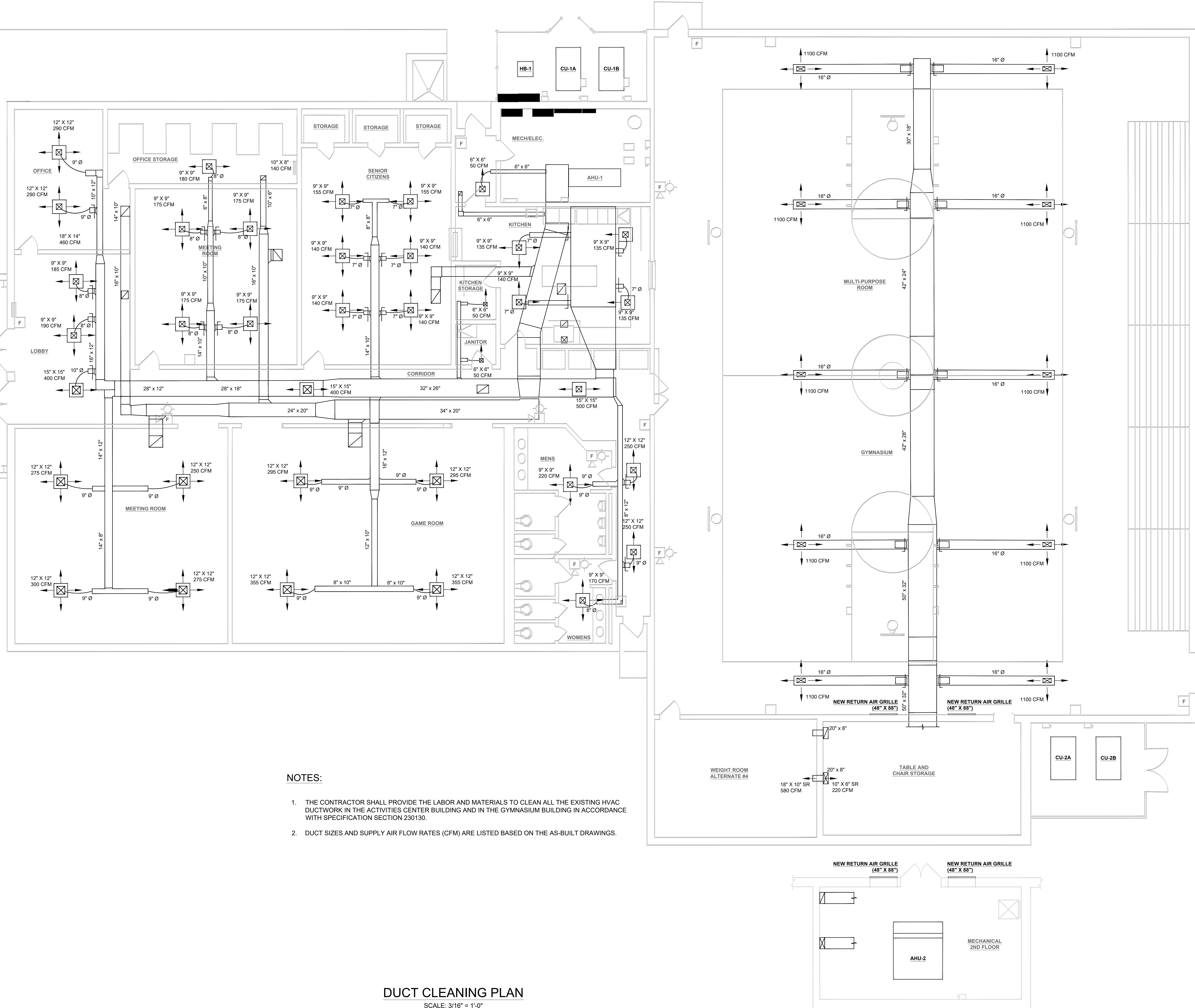
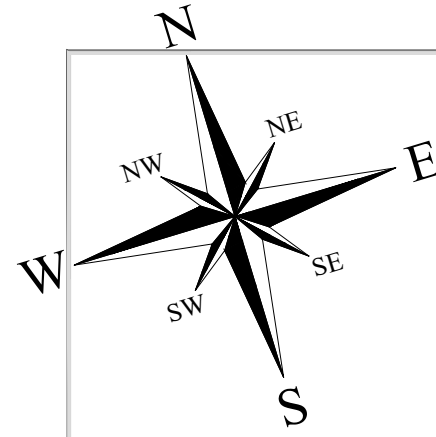
SCALE: NOT TO SCALE



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

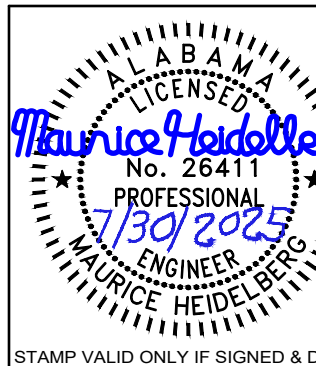
CITY OF MOBILE ALABAMA

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-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. HASH MARKS INDICATE NUMBER OF CONDUCTORS. REVERSE HASH MARK INDICATES DOWN 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 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 MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A-XX" INDICATES PANEL NAME AND CIRCUIT NUMBER. "YY" INDICATES AMPERAGE RATING.
	TWO 20A, 125 VAC 2P, 3W, GROUNDING TYPE, DUPLEX RECEPTABLES. FLUSH WALL MOUNTED: ONE AT 18" A.F.F. AND THE OTHER AT 48" A.F.F. "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 RECEPTABLES. 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.

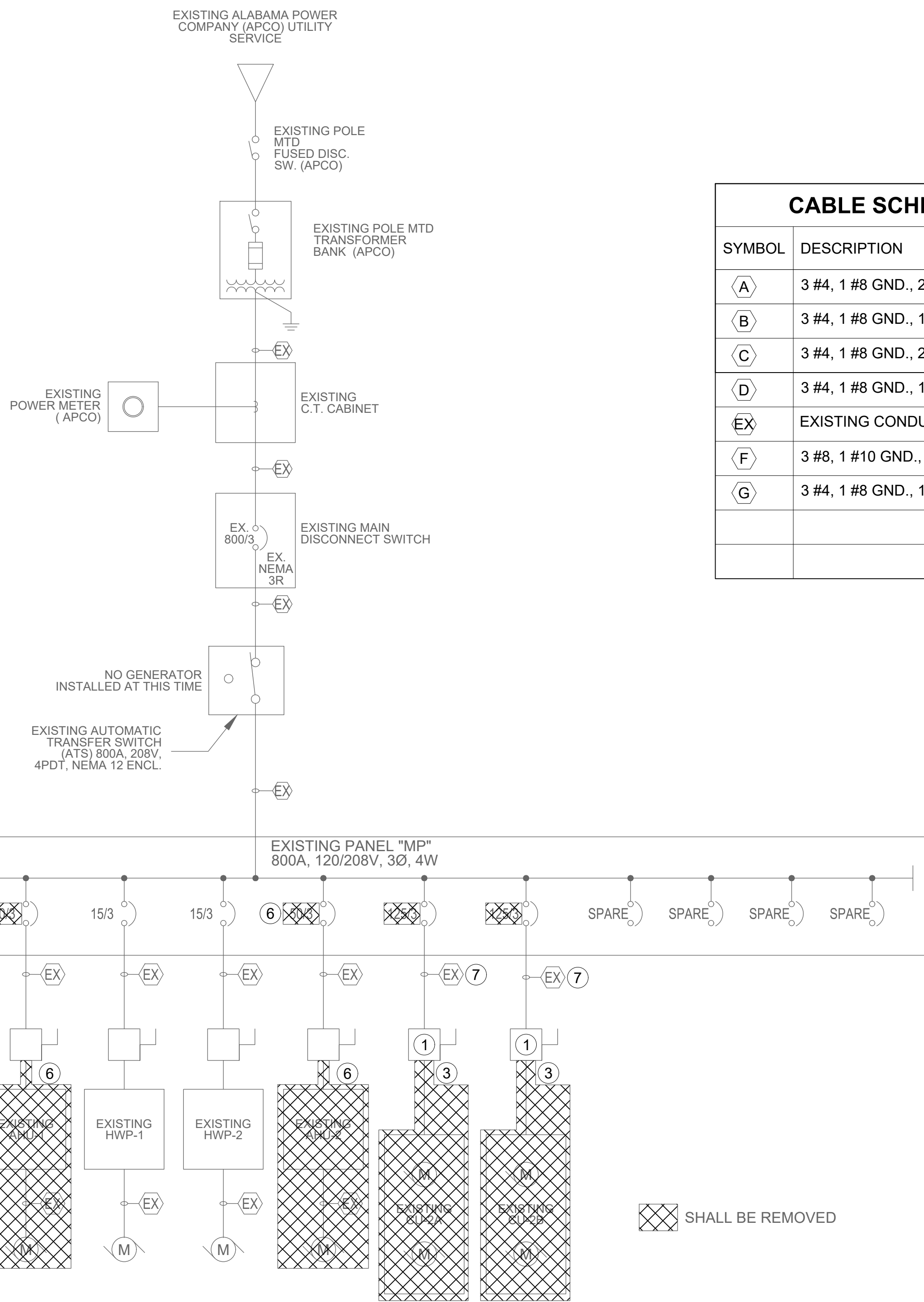
1. ALL OUTLETS ARE TO BE FLUSH MOUNTED.
2. MOUNTING HEIGHTS ARE FROM THE CENTER LINE OF THE DEVICE UNLESS OTHERWISE NOTED.
3. ALL SINGLE GANG AND TWO GANG DEVICES SHALL USE A 4" SQ. BOX WITH EXTENSION RING.
4. ALL MULTI-GANG DEVICES SHALL USE A COMMON COVER PLATE.
5. ALL NORMAL POWER DEVICES (I.E. SWITCHES, 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.

1. 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.
2. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, INSPECTION AND CONNECTION FEES.
3. 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.
4. 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.
5. 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.
6. THE CONTRACTOR SHALL PROVIDE TYPE WRITTEN PANEL DIRECTORIES WITH BLACK 1/2" LETTERS "CK # & VOLTAGE" FOR A POWER CONTROL PANEL.
7. 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.
8. ALL ELECTRICAL PANELS SHALL HAVE COPPER BUS BARS.
9. ELECTRICAL WORK SHALL BE COORDINATED WITH ALL OTHER TRADES TO AVOID ANY CONFLICTS AND/OR CREATING A SAFETY HAZARD.
10. CONCEAL ALL CONDUITS AND BOXES UNLESS OTHERWISE NOTED.
11. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR ANY ELECTRICAL REQUIREMENTS FOR SPECIAL EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL CIRCUITS ASSOCIATED WITH THE PROJECT WORK AREA.
13. ALL EQUIPMENT AND MATERIALS SHALL MEET OR EXCEED THE SCHEDULED AND/OR REQUIRED ITEMS. SUBMIT FOR PRIOR APPROVAL FOR ANY DEVIATIONS.
14. NO CHANGES SHALL BE MADE IN MATERIALS OR INSTALLATION WITHOUT ENGINEER AND OWNER'S APPROVAL.
15. CONTRACTOR SHALL VERIFY CLEARANCE SPACE AVAILABLE, OFFSETS REQUIRED, STRUCTURAL OPENINGS, AND WORK BY OTHER TRADES.
16. 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.
17. ANY PATCHING OF WALLS SHALL MATCH NEW ARCHITECTURAL FINISHING REQUIREMENTS.
18. ELECTRICAL CONTRACTOR SHALL PROVIDE A GROUNDING SYSTEM PER SECTION 250 OF THE NATIONAL ELECTRICAL CODE.
19. ALL 120V BRANCH CIRCUITS SHALL HAVE A DEDICATED NEUTRAL (L2) CONDUCTOR.
20. 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.
21. 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.

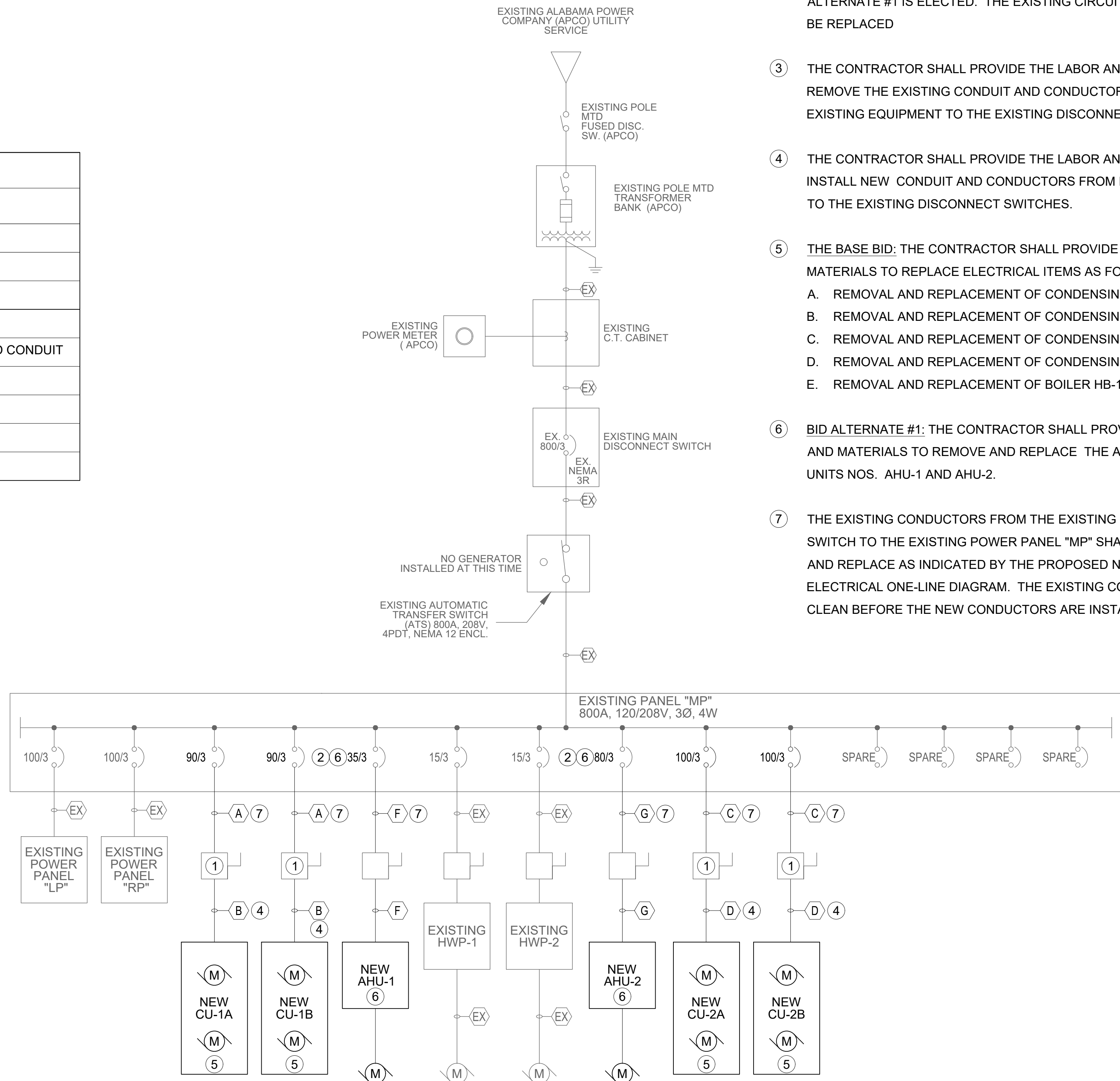
A	AMPS	MAG	MAGNETIC (METER or STARTER)
A/C	AIR CONDITIONING	MAN	MANUAL
A.F.F.	ABOVE FINISHED FLOOR	M.B.	MAIN BREAKER
THU	THIRDS UNIT	MCM	THOUSAND CIRCULAR MILS
A.I.C.	AMPS INTERRUPTING CAPACITY (SHORT CIRCUIT)	MCS	MOLDED CASE SWITCH
Al	ALUMINUM	MECH.	MECHANICALLY (HELD)
AM	AMMETER	MT	MOUNT
AUTO	AUTOMATIC	MTD	MOUNTED
AUX	AUXILIARY	N	NEUTRAL
AUG	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	OUT
CKT	CIRCUIT	P	POLE(S)
Cu	COPPER	PNL	PANEL OR PANELBOARD
CONN.	CONNECTED	P.T.	POTENTIAL TRANSFORMER
CONTR.	CONTROL POWER TRANSFORMER	PODS (W/GRF)	PODS (WITH GROUND)
CR	CONTROL RELAY	PO (PREFIX)	WIRE GAUGE (AWG)
C.O.	CONDUIT ONLY	Ø	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)
E.A.	EACH	SQ	SQUARE
E.O.	ELECTRIC OPERATOR	ST	SHUNT TRIP
E.M.	ELECTRIC	STR	STARTER
EM EX.	EMERGENCY	SW.	SWITCH
EQ	EXIST. RELOCATED	T.B.B.	TELEPHONE BACK BOARD
EQ	EQUIPMENT (GROUND)	TEL	TELEPHONE
F	FIRE ALARM	TEMP.	TEMPERATURE (CONTROL)
FUSE	FUSE(S)	T.O.E.	TIME ON ENERGIZATION
FUT	FUTURE	TYP.	TYPICAL
F.G.R.	GROUNDING	UPS	UNINTERRUPTIBLE POWER SYSTEM
GRD	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/W	WATTS WIRE (USE CONTEXT)
HT	HEAT		100W (WATTS) 3W (WIRE)
IG	ISOLATED GROUND	W.H.	WATER HEATER
INS	INSULATED	W/P	WEATHERPROOF
INS.	INSULATED	WV	WIREWAY (or GUTTER)
INST.	INSTANT OR INSTRUMENT	V	VOLTS
J.B.	JUNCTION BOX	VAC	VOLTS ALTERNATING CURRENT
K.O.	KNOCK OUT	VM	VOLTMETER
KW	KILOWATTS		
LG	LIGHTING		
LONG	LONG		

- ③ 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.
- ② THE EXISTING CIRCUIT BREAKERS SHALL BE RE-USED UNLESS BID ALTERNATE #1 IS ELECTED. THE EXISTING CIRCUIT BREAKER SHALL BE REPLACED
- ③ THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO REMOVE THE EXISTING CONDUIT AND CONDUCTORS FROM EXISTING EQUIPMENT TO THE EXISTING DISCONNECT SWITCHES.
- ④ THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO INSTALL NEW CONDUIT AND CONDUCTORS FROM NEW EQUIPMENT TO THE EXISTING DISCONNECT SWITCHES.
- ⑤ 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.
- ⑥ 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.
- ⑦ 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.

CABLE SCHEDULE	
SYMBOL	DESCRIPTION
(A)	3 #4, 1 #8 GND., 2" C
(B)	3 #4, 1 #8 GND., 1" C
(C)	3 #4, 1 #8 GND., 2 1/2" C
(D)	3 #4, 1 #8 GND., 1" C
EX	EXISTING CONDUCTORS AND CONDUIT
(F)	3 #8, 1 #10 GND., 1" C
(G)	3 #4, 1 #8 GND., 1" C

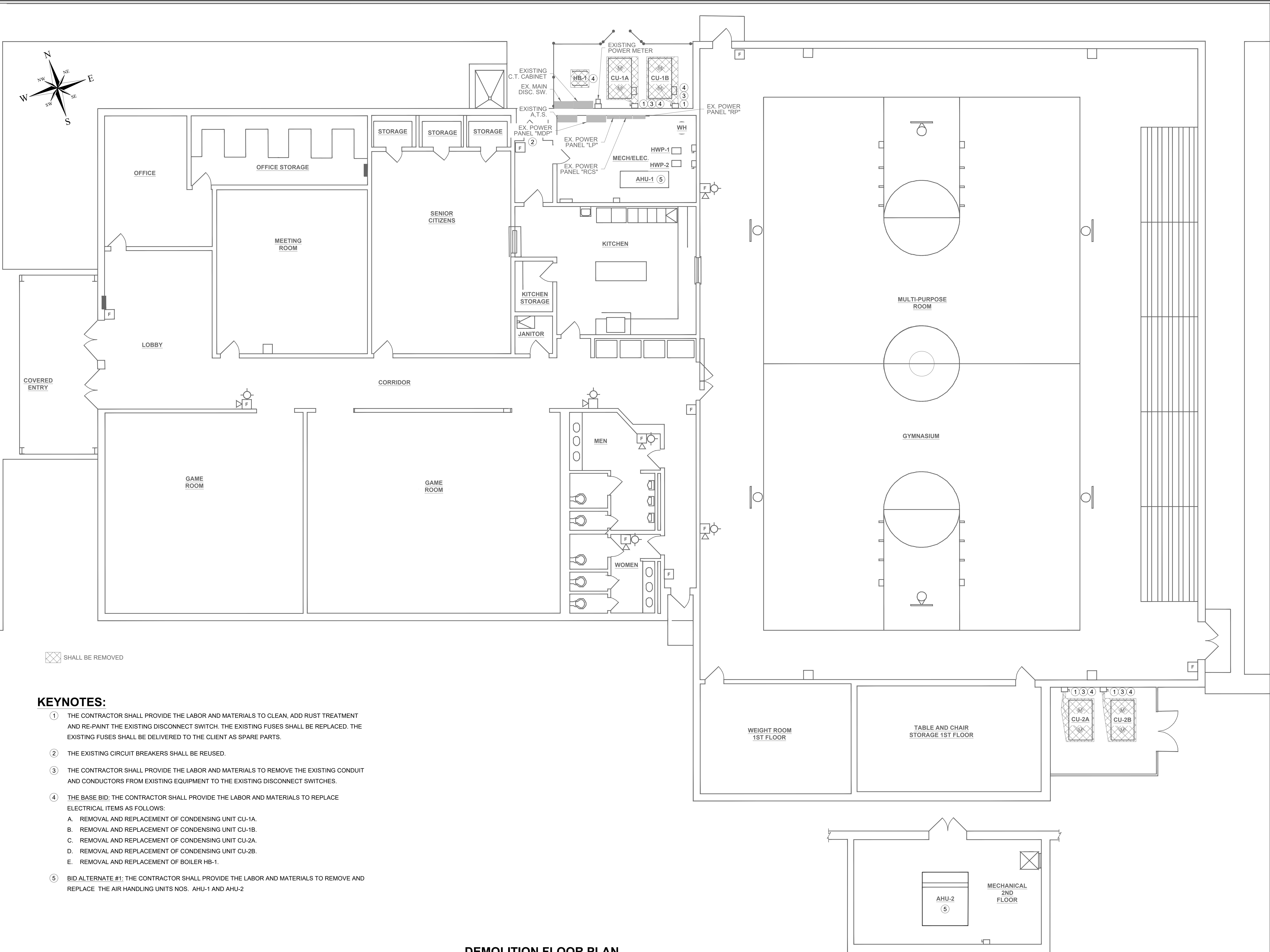


NOT TO SCALE



NOT TO SCALE

FI-W-DRIVE2025 PROJECT FILES\COM 2025-02-28 MICHAEL FIGURES COMMUNITY CENTER REHAB\DRAWINGS\IE-1 THRU IE-4 ELEC PLANS.DWG



SHALL BE REMOVED

KEYNOTES:

- 1 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.
- 2 THE EXISTING CIRCUIT BREAKERS SHALL BE REUSED.
- 3 THE CONTRACTOR SHALL PROVIDE THE LABOR AND MATERIALS TO REMOVE THE EXISTING CONDUIT AND CONDUCTORS FROM EXISTING EQUIPMENT TO THE EXISTING DISCONNECT SWITCHES.
- 4 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.
- 5 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

DEMOLITION FLOOR PLAN

SCALE: 3/16" = 1'-0"

FIGURES PARK COMMUNITY CENTER MECHANICAL IMPROVEMENTS

CITY OF MOBILE ALABAMA

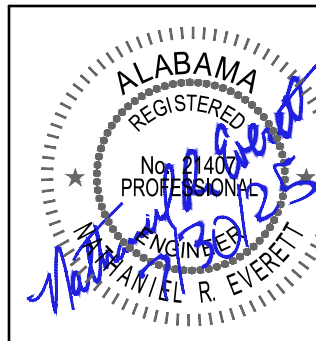
658 DONALD STREET C

MOBILE, ALABAMA 36617



DATA
SCALE AS NOTED
CLIENT NO. PR-035-25
ISAAH NO. COM 2025-02-28
DRAWN BY: B. BERTRAND
DESIGN BY: N. EVERETT
REVIEWED BY: N. EVERETT

REVISIONS



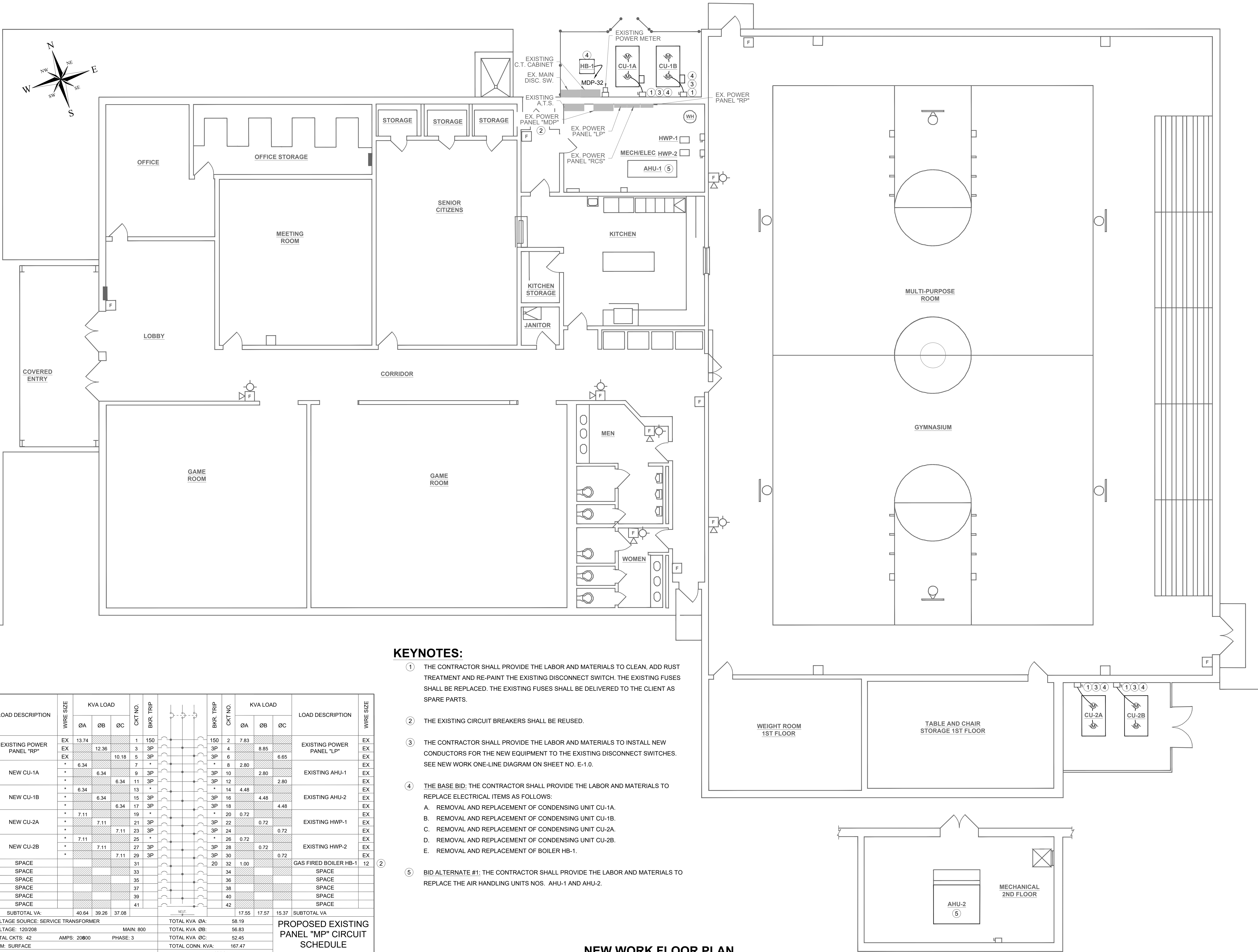
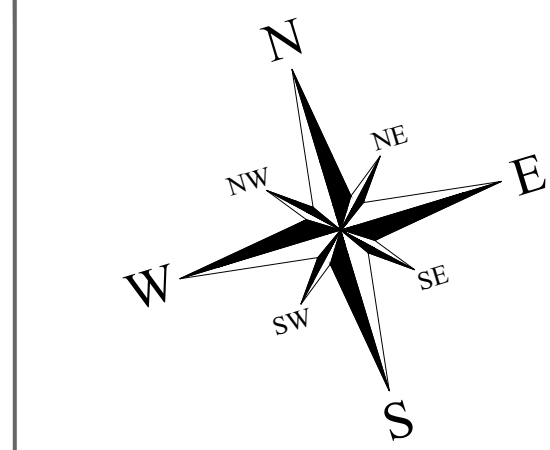
STAMP VALID ONLY IF SIGNED & DATED

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:
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 REPLACE THE AIR HANDLING UNITS NOS. AHU-1 AND AHU-2.

NEW WORK FLOOR PLAN

SCALE: 3/16" = 1'-0"

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
			12.36		3	3P			3P	4	8.85			EX
	EX			10.18	5	3P			3P	6		6.65		EX
NEW CU-1A	*	6.34			7	*			*	8	2.80		EXISTING AHU-1	EX
	*		6.34		9	3P			3P	10		2.80		EX
	*			6.34	11	3P			3P	12		2.80		EX
NEW CU-1B	*	6.34			13	*			*	14	4.48		EXISTING AHU-2	EX
	*		6.34		15	3P			3P	16		4.48		EX
	*			6.34	17	3P			3P	18		4.48		EX
NEW CU-2A	*	7.11			19	*			*	20	0.72		EXISTING HWP-1	EX
	*		7.11		21	3P			3P	22		0.72		EX
	*			7.11	23	3P			3P	24		0.72		EX
NEW CU-2B	*	7.11			25	*			*	26	0.72		EXISTING HWP-2	EX
	*		7.11		27	3P			3P	28		0.72		EX
	*			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						17.55		17.57	SUBTOTAL VA	
VOLTAGE SOURCE: SERVICE TRANSFORMER														
VOLTAGE: 120/208														
MAIN: 800														
TOTAL CKTS: 42														
AMPS: 20800														
PHASE: 3														
TRIM: SURFACE														
TOTAL CONN. KVA: 167.47														
EST. DEMAND: 464.85														
INTERRUPT RATING: 22,000 A.I.C. SYMMETRICAL														
PROPOSED EXISTING PANEL "MP" CIRCUIT SCHEDULE														
LOCATION: MECHANICAL/ELECTRICAL RM														

FIGURES PARK COMMUNITY CENTER MECHANICAL IMPROVEMENTS

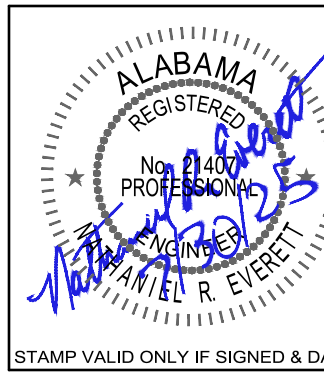
CITY OF MOBILE ALABAMA

658 DONALD STREET C
MOBILE, ALABAMA 36617



DATA
SCALE AS NOTED
CLIENT NO. PR-028-25
ISAHW 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 Contract 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

.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, <i>inter alia</i> , 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

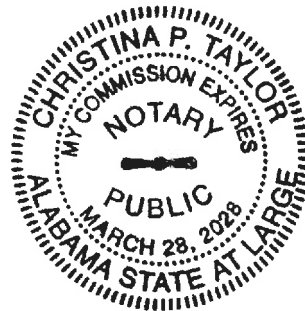
STATE OF Alabama
COUNTY OF Mobile

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



AIA® Document A201® – 2017

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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15	CLAIMS AND DISPUTES

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, 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.

§ 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.

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§ 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.

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§ 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)

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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)

By: _____

(Signature)

Name and Title: Bill Davis

Name and Title: Ann Hamby Attorney-in-Fact

Resident Agent: Josh McDaniel

(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	INSURER(S) AFFORDING COVERAGE INSURER A : Aspen American Insurance Compa INSURER B : Zurich American Insurance Comp INSURER C : Amer Guarantee & Liab Ins Co INSURER D : American Zurich Insurance Comp INSURER E : INSURER F :
INSURED Rogers & Willard, Inc. 550 St. Michael Street Suite A Mobile AL 36602	NAIC # 43460 16535 26247 40142

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-responsible. 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	



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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	



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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



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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

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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

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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

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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-



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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

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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.



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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.

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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.



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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



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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		

RESOLUTION

Sponsored by: Councilmember Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **506 PATTON AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 7, and 8; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **506 PATTON AVENUE** described as:

LOTS 46 & 47 BLK 5 OF DIXIE PARK SUB AS PER MAP REC MBK 3 PG 273-6 #SEC 25 T4S R1W #MP29 07

Parcel Number: 29 07 25 0 002 179

Last Assessed to: CAMPBELL VICTOR

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 2, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, September 9, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **506 PATTON AVENUE**.
OWNED BY OR MAY HAVE AN INTEREST: **CAMPBELL VICTOR** IS A PUBLIC NUISANCE AS SET
FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 25 0 002 179

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: LOTS 46 & 47 BLK 5 OF DIXIE PARK SUB AS PER MAP REC MBK 3 PG 273-
6 #SEC 25 T4S R1W #MP29 07 25 0 002**

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

506 PATTON AVE

Property Details

PARCEL KEY#	00801467	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	en
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	X Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/5/2024	COMMENTS	

Property Score

SCORE	42 / 62	SCORE DESCRIPTION	Review Committee
-------	---------	-------------------	------------------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-9-24

Noted 5 to 0 For Demolition

NUISANCE ABATEMENT

506 PATTON AVENUE

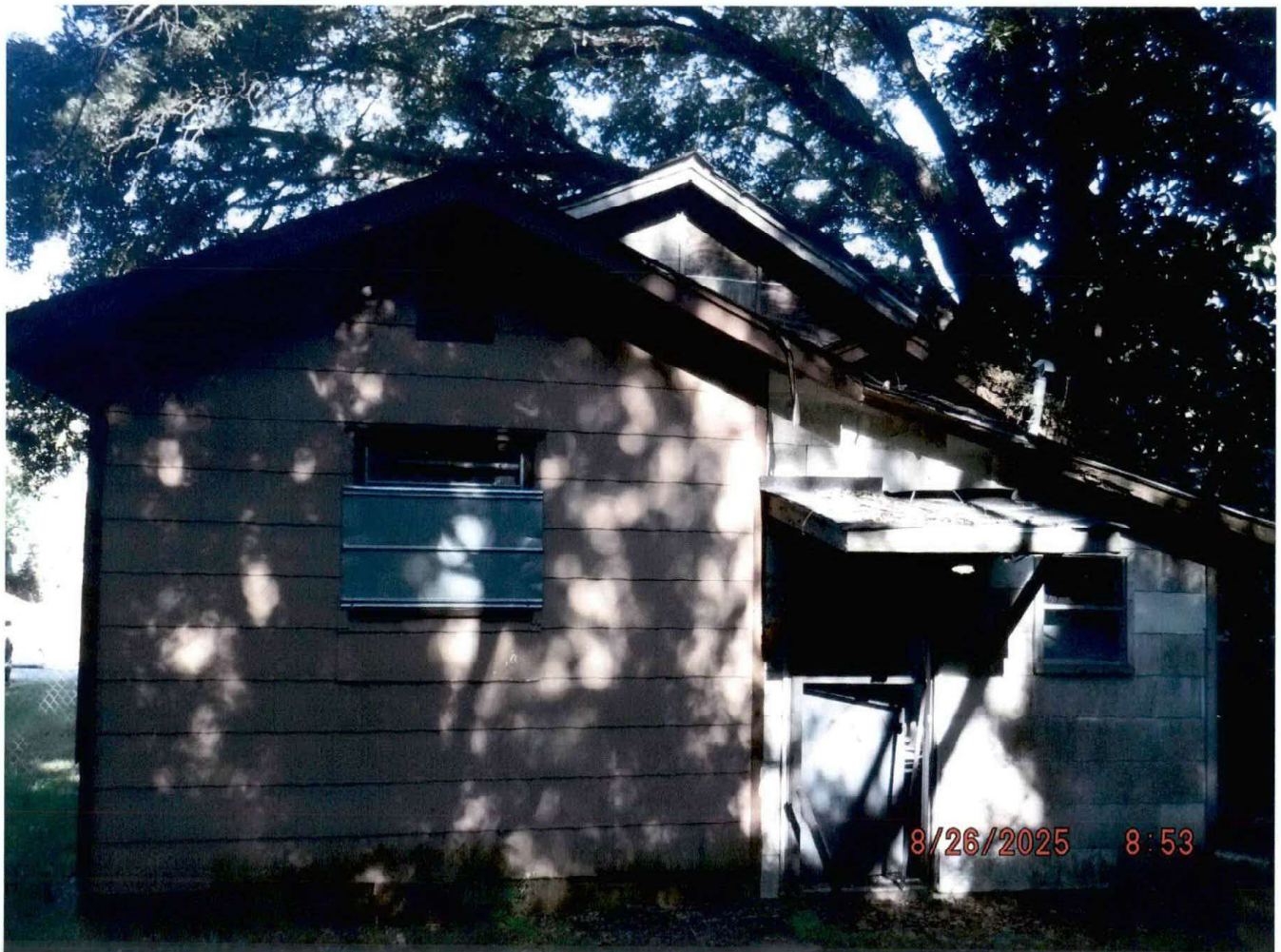
AGENDA PHOTO/WA



NUISANCE ABATEMENT

506 PATTON AVENUE

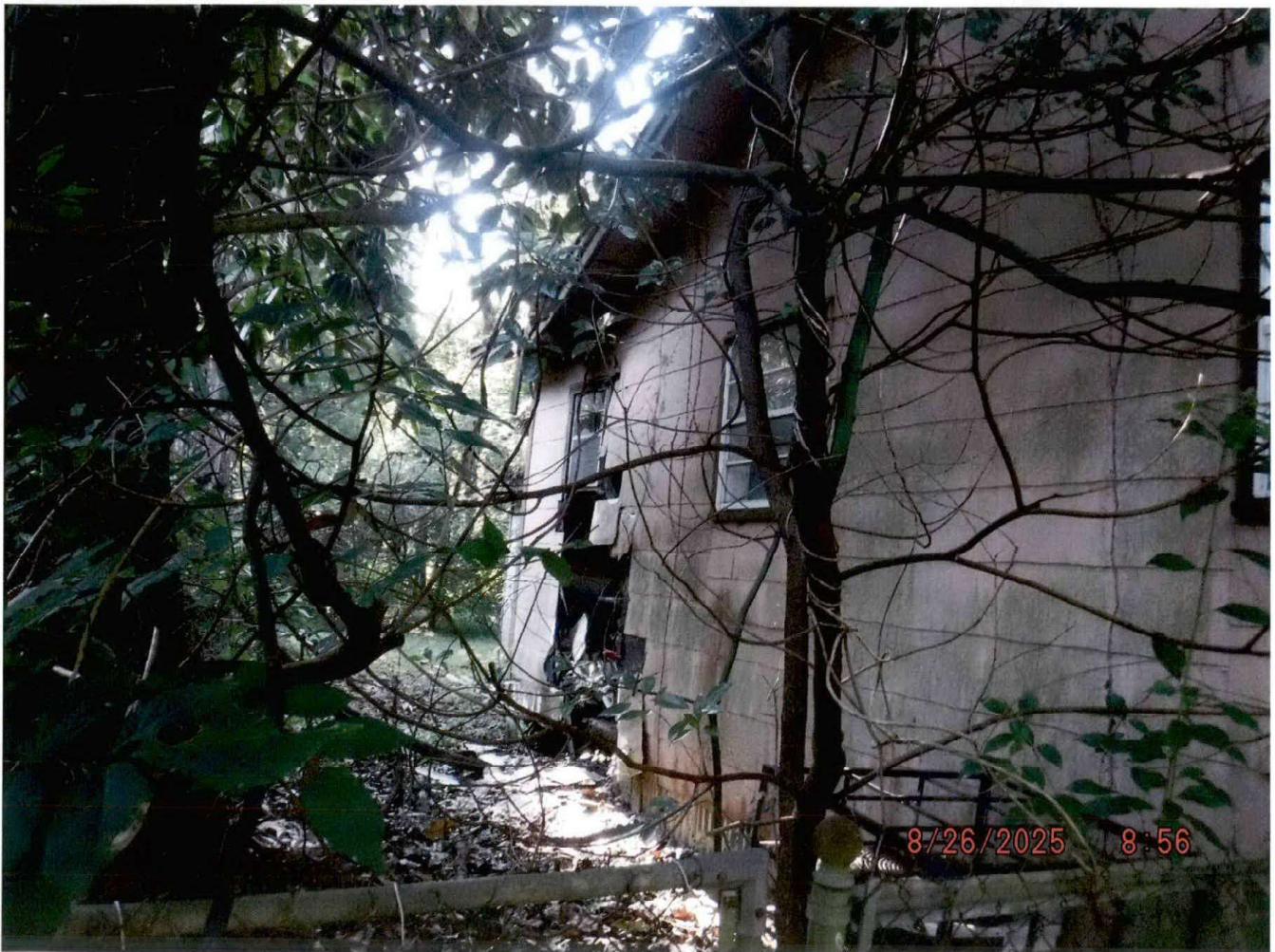
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NUISANCE ABATEMENT

506 PATTON AVENUE

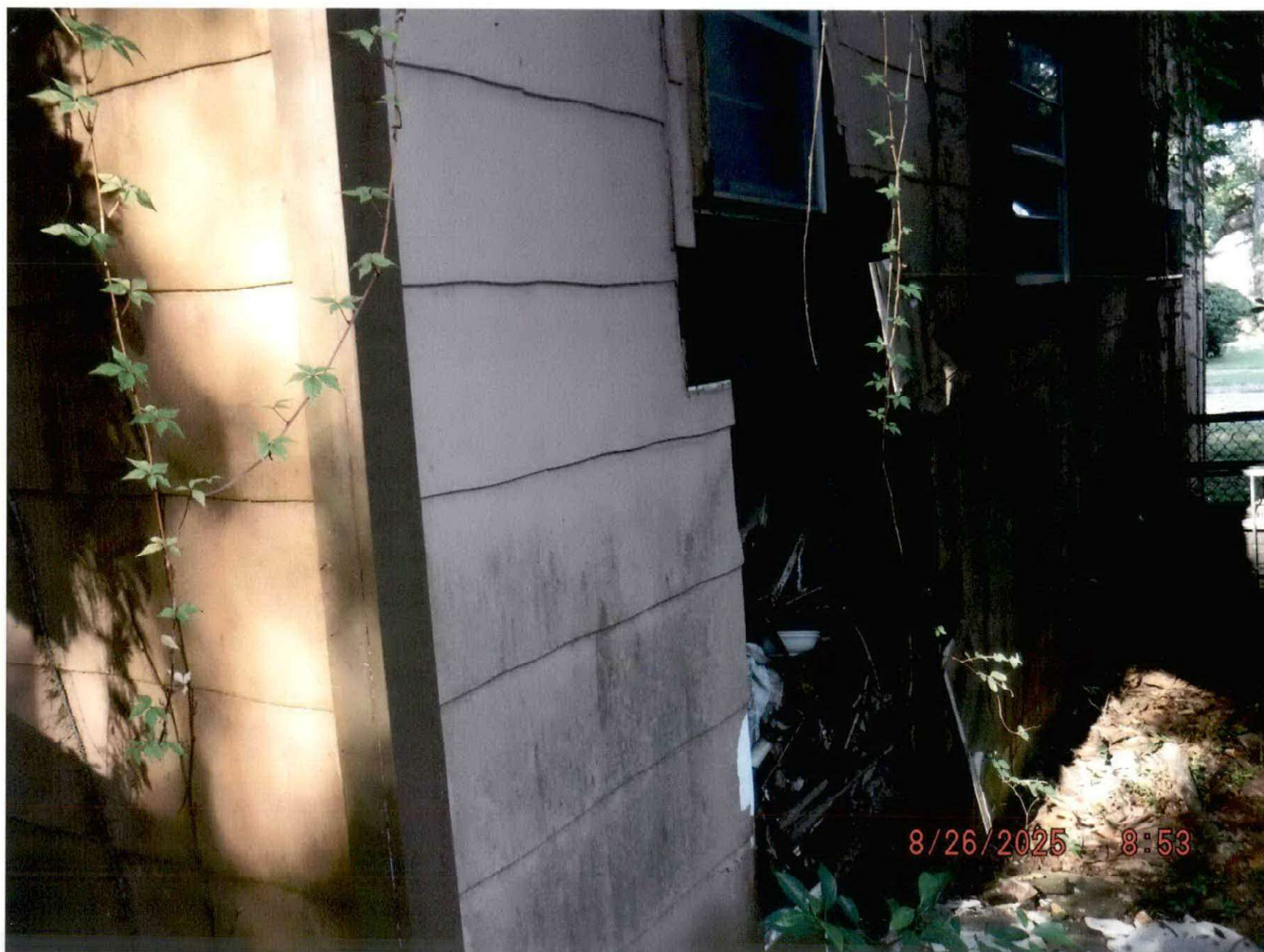
AGENDA PHOTO/WA



NUISANCE ABATEMENT

506 PATTON AVENUE

AGENDA PHOTO/WA



NUISANCE ABATEMENT

506 PATTON AVENUE

AGENDA PHOTO/WA



NUISANCE ABATEMENT

506 PATTON AVENUE

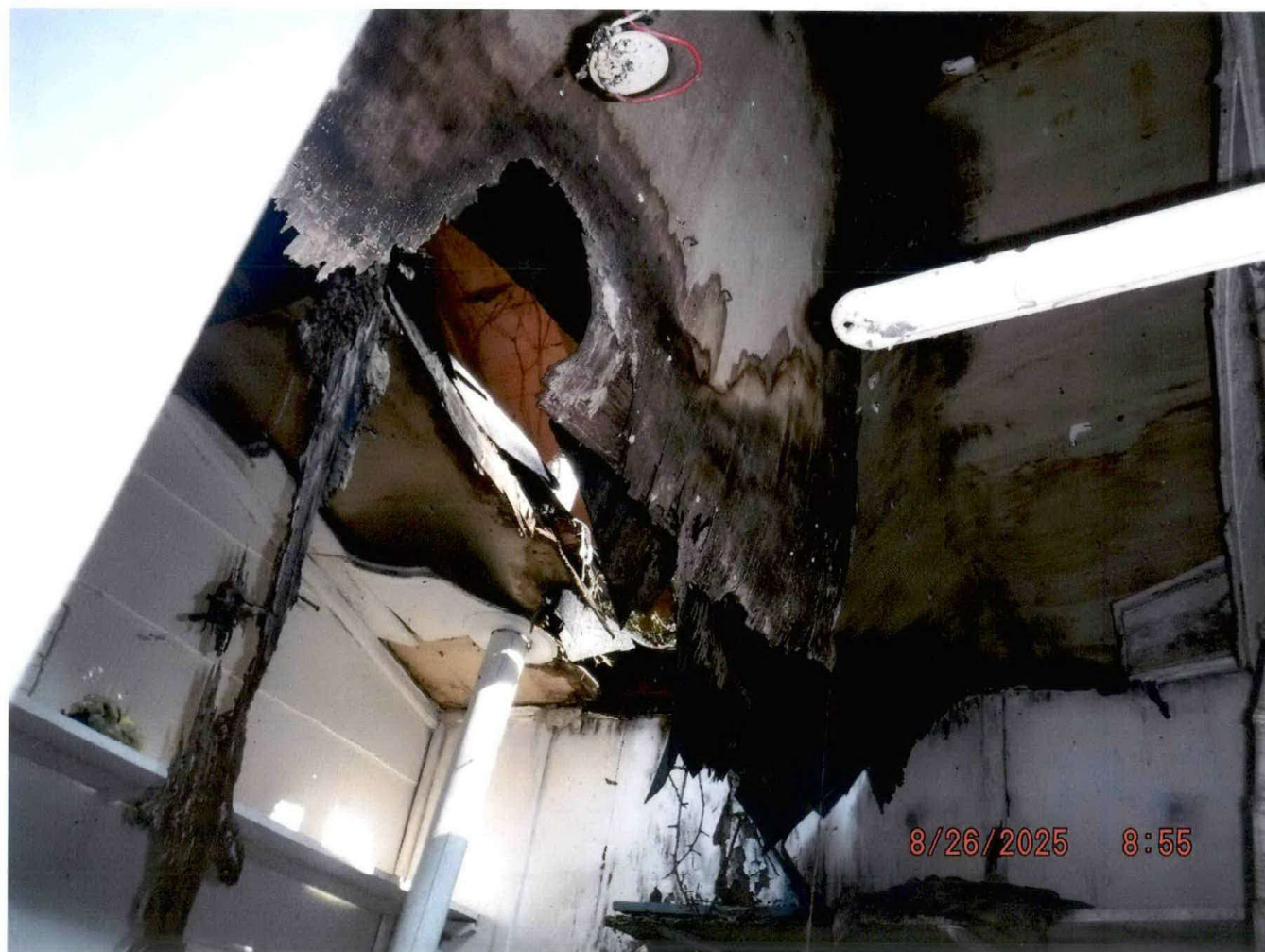
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NUISANCE ABATEMENT

506 PATTON AVENUE

AGENDA PHOTO/WA



NUISANCE ABATEMENT

506 PATTON AVENUE

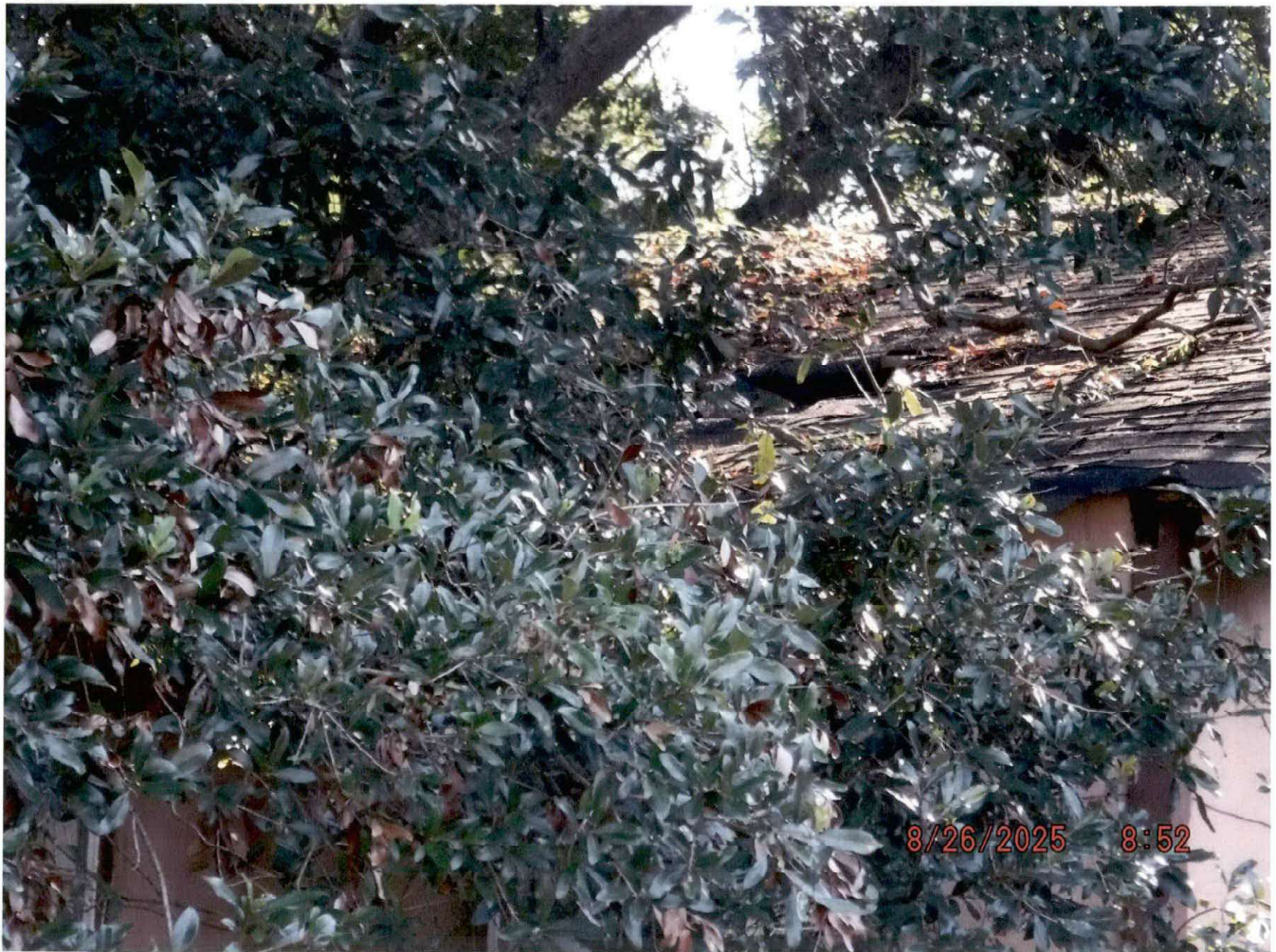
AGENDA PHOTO/WA



NUISANCE ABATEMENT

506 PATTON AVENUE

AGENDA PHOTO/WA



NUISANCE ABATEMENT

506 PATTON AVENUE

AGENDA PHOTO/WA



NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 06/17/2025

Property Address: 506 Patton Avenue

District No: 2

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☐ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

Affidavit of Mailed Notice



September 2, 2025

State of Alabama
County of Mobile

Subject Property – 506 Patton Avenue.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

A handwritten signature in blue ink that reads 'Gary Jackson'.

Gary Jackson
Deputy Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Victor Campbell
Linda Esters Campbell
506 Patton Avenue
Mobile, AL 36603-5323

July 17, 2025

RE: 506 Patton Avenue
Project Number: ME-127-24

Dear Victor Campbell, Linda Esters Campbell:

On June 17, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 506 Patton Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOTS 46 & 47 BLK 5 OF DIXIE PARK SUB AS PER MAP REC MBK 3
PG 273-6 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 179

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **August 31, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 31, 2025**, provide the Code Official with a work plan to accomplish the repairs by **August 31, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **August 31, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on **September 9, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 506 Patton Avenue

Date: November 25, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 19, 2024

Per the Title Report, the owner is: Victor Campbell

Notes: Victor Campbell is 86 years old. I added his relative to the address due to her paying several property tax payments and may take care of the bills on his behalf.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Victor Campbell
Linda Esters Campbell
506 Patton Ave
Mobile AL 36603-5323 | Owner – Subject/location address – LexisNexis
address good 2023 – Phone numbers are 251-348-
1728 and 251-604-9239 good 2024 – Linda Esters
Campbell is a relative and has paid the property
taxes from 2019 - 2024 |
| 2 | Victor Campbell
Linda Esters Campbell
316 Siena Vista St
Mobile AL 36607-2109 | LexisNexis address good 8/2024 |
| 3 | Victor Campbell
Linda Esters Campbell
PO Box 40321
Mobile AL 36640-0321 | LexisNexis address good 8/2024 – Revenue
Commission website mailing address good 2019 –
2024. |

**TAX STATUS: 2023 TAXES ARE CURRENT AND 2024
TAXES ARE DUE BY 12/31/2024**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Victor Campbell, filed 9/10/2024, recorded 10/10/2024,
instrument number 2024064811.



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: November 18, 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.

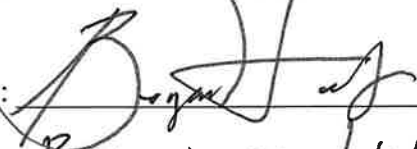
16.3 No Waiver. Failure to enforce any provision shall not constitute a waiver of that or any other provision.

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: smayhue@higginbotham.net ADDRESS: smayhue@higginbotham.net		FAX (A/C, No): 251-450-0032
License#: 2081754 UNITMET-01		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The United Methodist Inner City Mission Of Mobile, Inc 913 South Broad Street Mobile AL 36603-1002		INSURER A : Philadelphia Indemnity Insurance Company		18058
		INSURER B : AlaCOMP		
		INSURER C : Midwest Employers Casualty Company		23612
		INSURER D :		
		INSURER E :		
		INSURER F :		

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 ☐ EXCESS LIAB 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 FAX (A/C, No): 251-450-0032 E-MAIL ADDRESS: smayhue@higginbotham.net	
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:** 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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AGENDA ITEM SUMMARY SHEET

Agenda of: November 18, 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:

Lana Pafenbach
Lana Pafenbach

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.

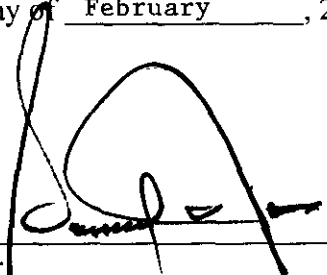
BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

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

**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.

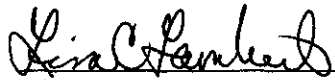
- (5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- (6) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the 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

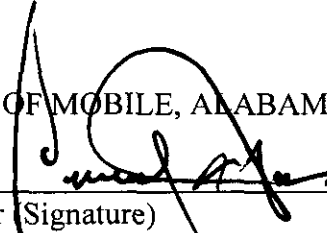
ATTEST:


City Clerk (Signature)

Lisa C. Lambert

Type name of Clerk

CITY OF MOBILE, ALABAMA

By: 
Mayor (Signature)

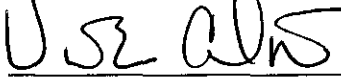
Samuel L. Jones

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.

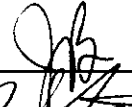
In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

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>1/22/09</u>
EXECUTIVE DIRECTOR		<u>1-26-09</u>
MAYOR'S OFFICE		<u> </u>
CITY CLERK OFFICE	<u>ash</u>	<u>1-27-09</u>
BUDGET/ACCOUNTING (2)	<u>Relya Mallory</u> (Sign routing stamp on contract also)	<u>1/28/09</u>
LEGAL DEPARTMENT	<u>Eg Hill</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 18, 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:

Lana Pafenbach

Lana Pafenbach

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
Date: 2024.01.23 14:18:33 -0500

Date: 1/23/2024

for Michael Halper, Chief, DIB Financial Management

Chief Deputy or RETF Commander - Obligation Approval:

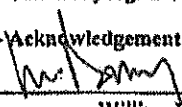
Signature: 

Date: 1-24-24

Chad B. Hunt, 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: 

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 15:11:36 -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 18, 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:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 12 November 2025 Item No. _____
Date

Submitted by: Procurement John Paine, Purchasing Agent
Department Department Head

Sponsored by: Spiro N. 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 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

Ship To
 MIT
 651 CHURCH STREET

HERNDON, VA 20171

MOBILE, AL 36602
 KEARNEY@CITYOFMOBILE.ORG

Tel#9199000072

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
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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

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
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Page 2

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
MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total 83826.29

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42200.	83826.29	4188212.04
INFORMATION TECHNOLOGY EXP	PROFESSIONAL & TECHNICAL	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/24/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	10/24/25	SCOTT KEARNEY	
Approved	10/24/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	10/27/25	DONALD ROSE	Auto approved by: 9105fola
Approved	10/27/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/27/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	10/27/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	10/27/25	ANNE FOLEY	
Approved	10/27/25	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 18, 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:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 12 November 2025 Item No. _____
Date

Submitted by: Animal Services Robert Bryant
Department 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

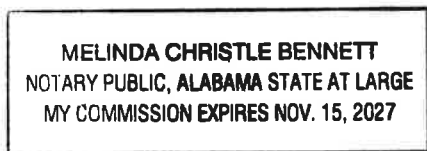
AACRC, INC d/b/a Ark Animal Clinic
and Rehab Center

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)

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

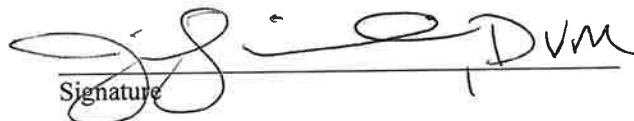
- (a) Estrus, Post-Partum, or Pregnant \$ 35.00 - \$ 56.00
- (6) Feline Neuter \$ 50.00
- g. Miscellaneous Services
 - (1) Boarding \$ 20.00/ Night
 - (a) Isolation Boarding \$ 25.00/ Night
 - (2) Appointment No-Show Fee \$ 50.00
 - (3) Heartworm Treatment
 - (a) Pre-HW Treatment Bloodwork \$ 84.70
 - (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%;"> <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>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																		
C. Bailee Coverage																				
	Limit of Liability (Any One Animal)	Limit of Liability (Transportation)	Limit of Liability (Specified Premises)																	
	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%;"> <tr> <td style="width: 33%;"><u>Location Number/Address</u></td> <td style="width: 33%;"><u>Bailee Plan</u></td> <td style="width: 33%;"><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%;"> <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;">\$ 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

POST 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: | CONSULTANT: |
| City of Mobile | AG WITT, LLC |
| c/o Lance Slater, Director of Resilience | c/o Nicole Brode |
| As: City's Authorized Agent | As: Consultant's Authorized Agent |
| P.O Box 1827 | 10318 Meers Lane |
| Mobile, AL 36633 | 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

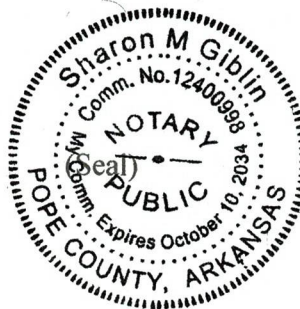
Date: 10/31/25

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.

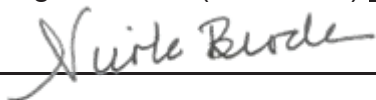
Additional Information: Any additional information you believe relevant.

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

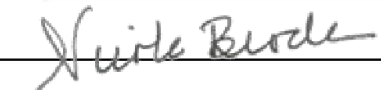
Section I. Information about your company

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	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	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 :	

INSURED

AG Witt, LLC
10318 Meers Ln
Dardanelle, AR 72834

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

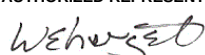
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation policy includes coverage for all states except North Dakota, Ohio, Washington & Wyoming.

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 
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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

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.

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

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

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 18, 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:

Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 12 November 2025
Date

Item No. _____

Submitted by: MFRD
Department

Chief Barry Glission
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.

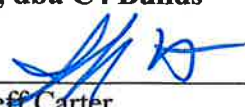
- Q. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- R. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce 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

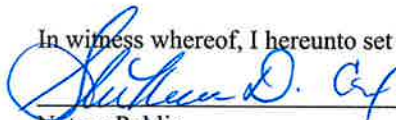
Date: 11/5/25

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		

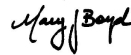
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 \$						OCUR 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
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 18, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Samantha Ingram, Councilmember, District 2

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:

Lana Pafenbach

Lana Pafenbach

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

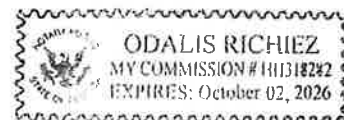
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Danielle Woods as CFO of Diversified Maintenance and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of CFO.
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

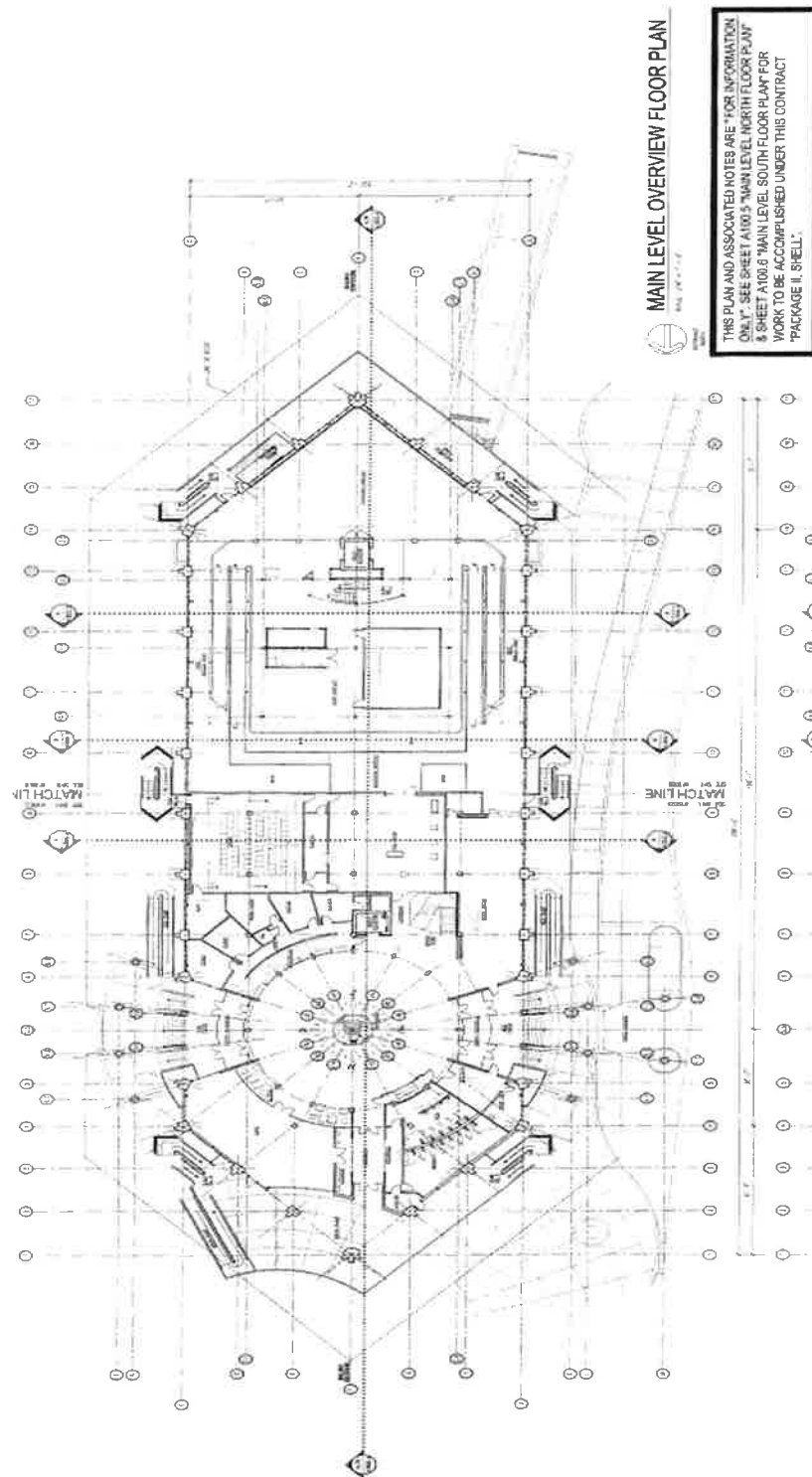


EXHIBIT A – SCOPE OF WORK
PAGE 5 OF 10

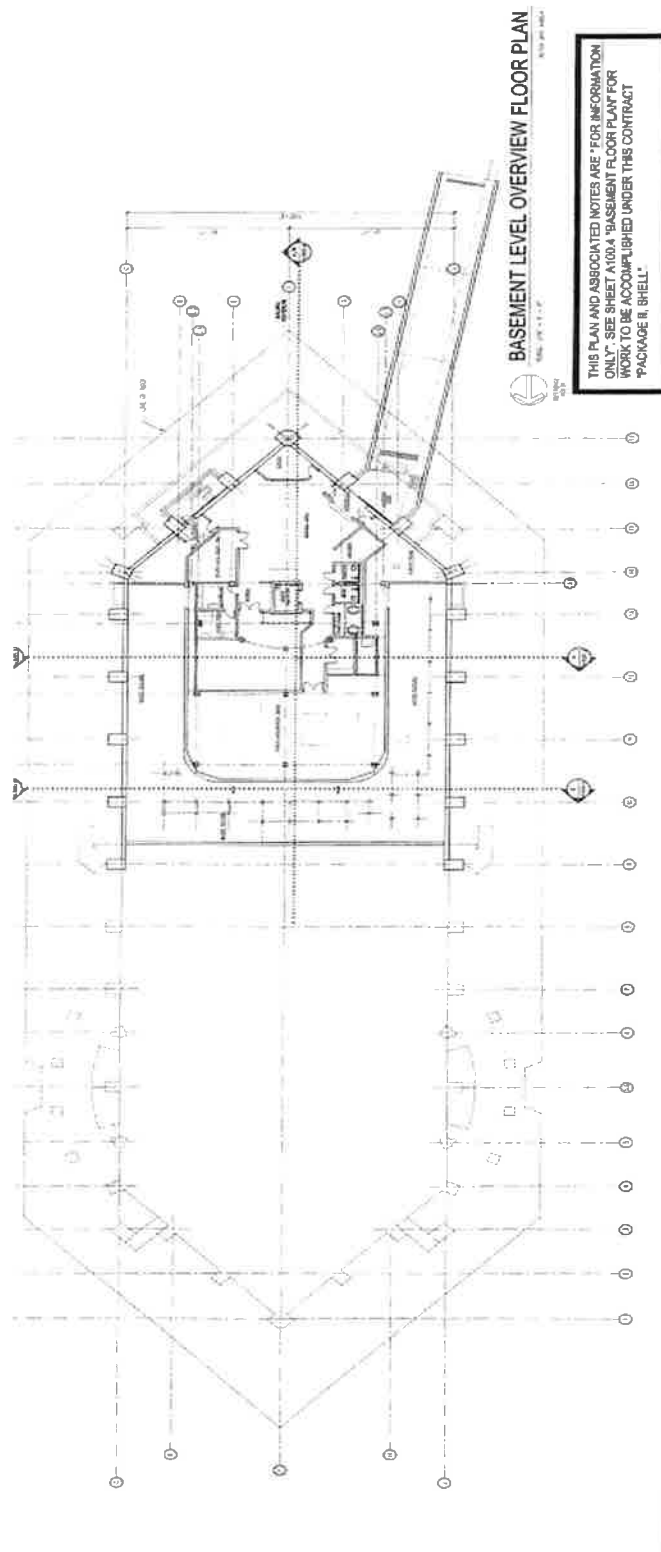


EXHIBIT A – SCOPE OF WORK
PAGE 6 OF 10

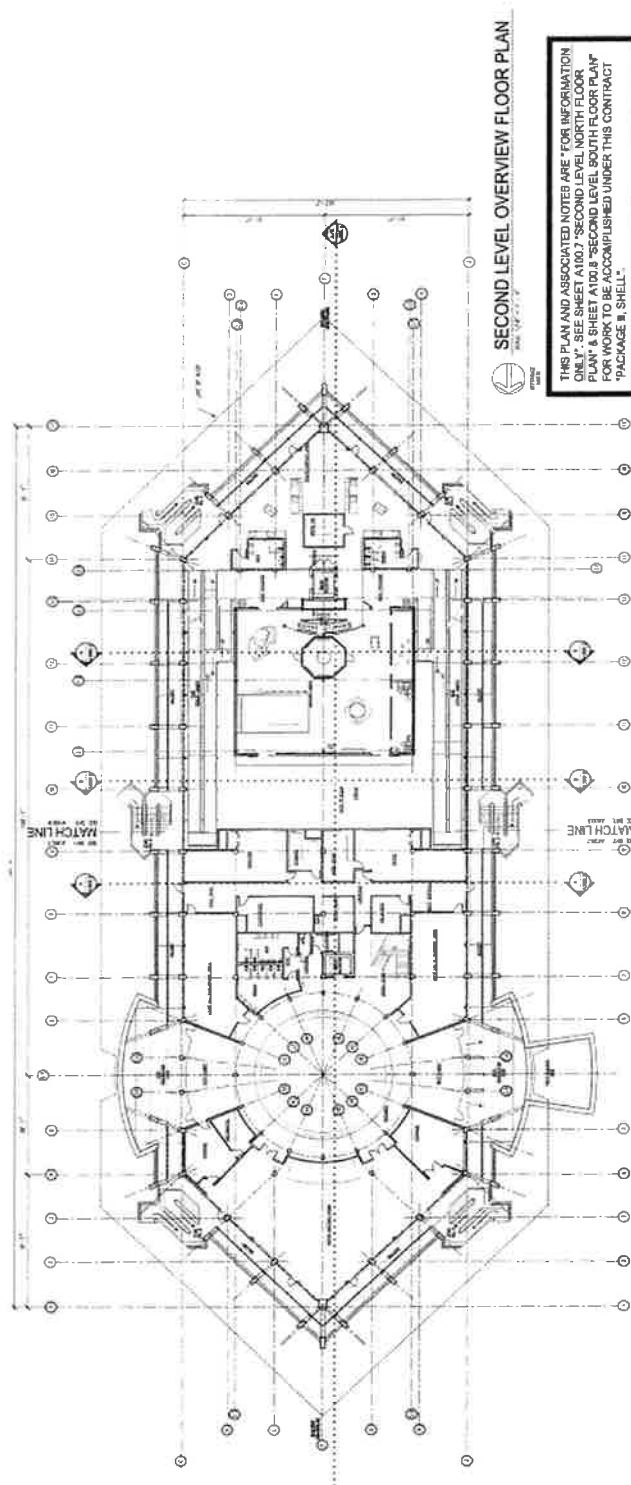


EXHIBIT A – SCOPE OF WORK
PAGE 7 OF 10

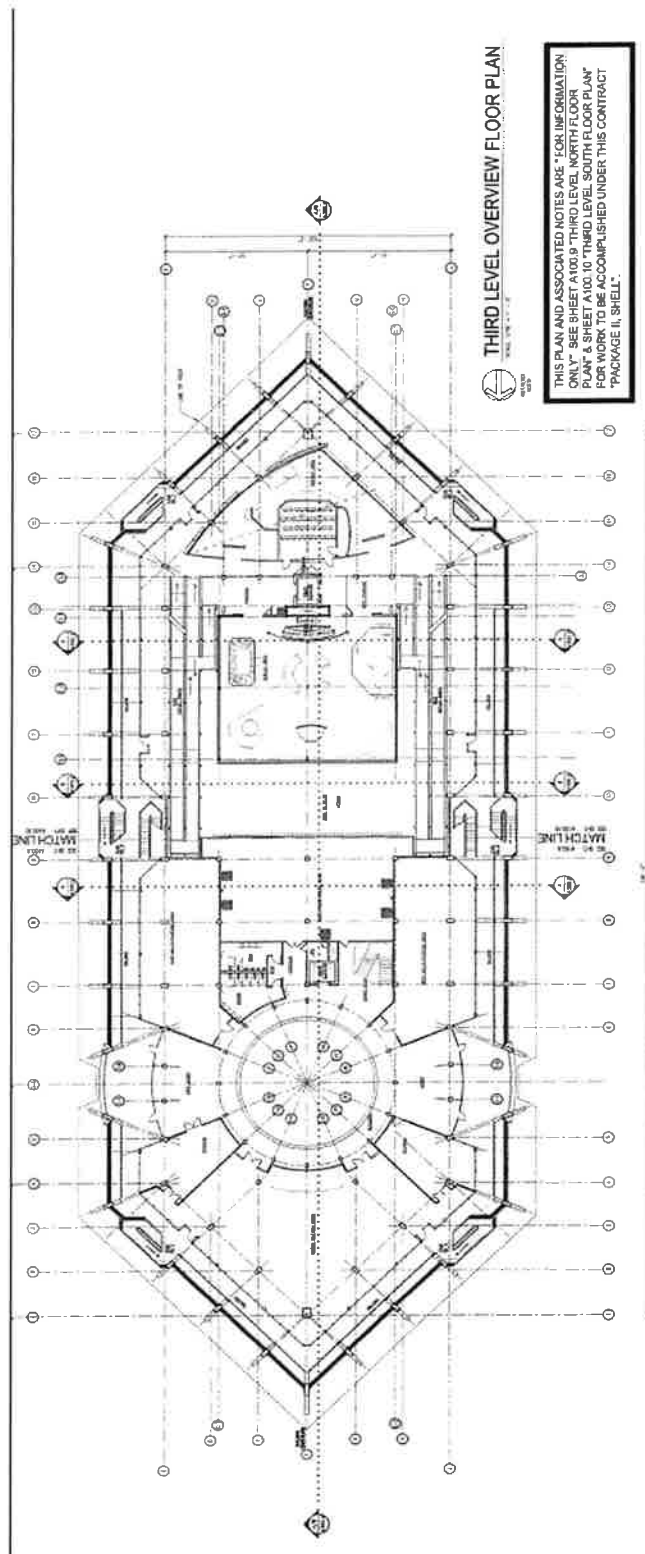


EXHIBIT A – SCOPE OF WORK
PAGE 8 OF 10

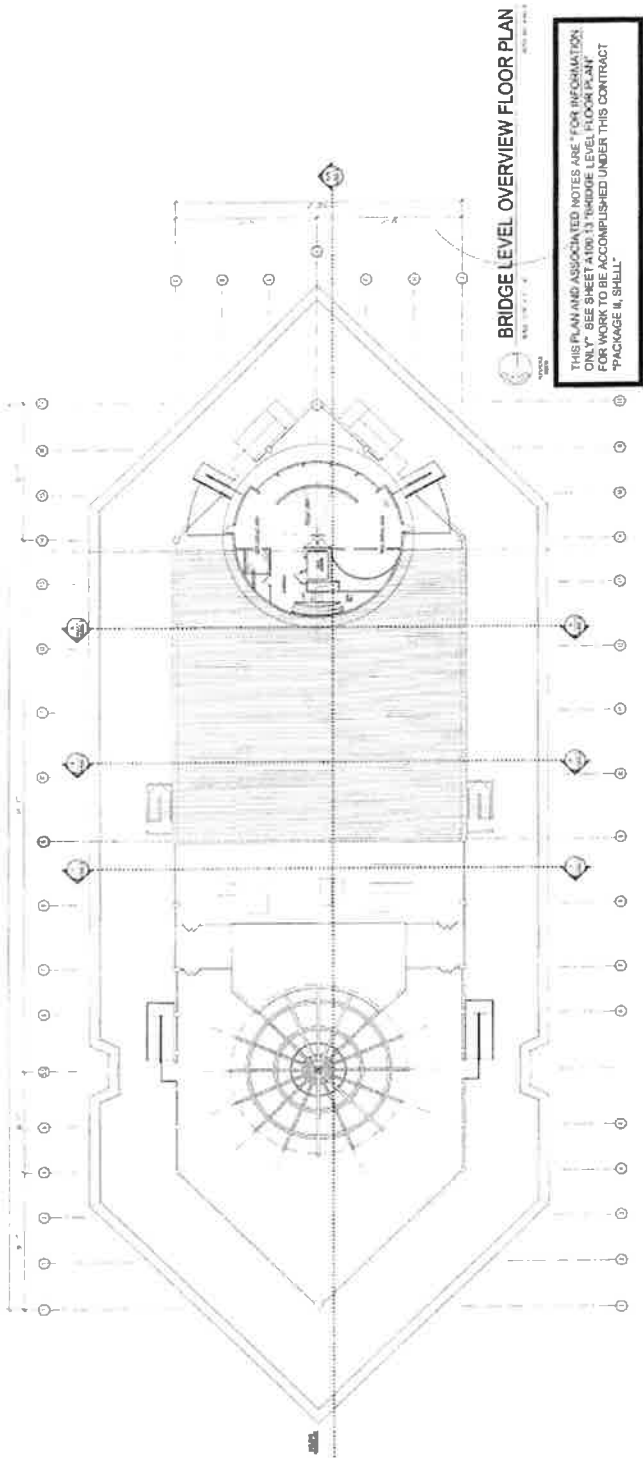
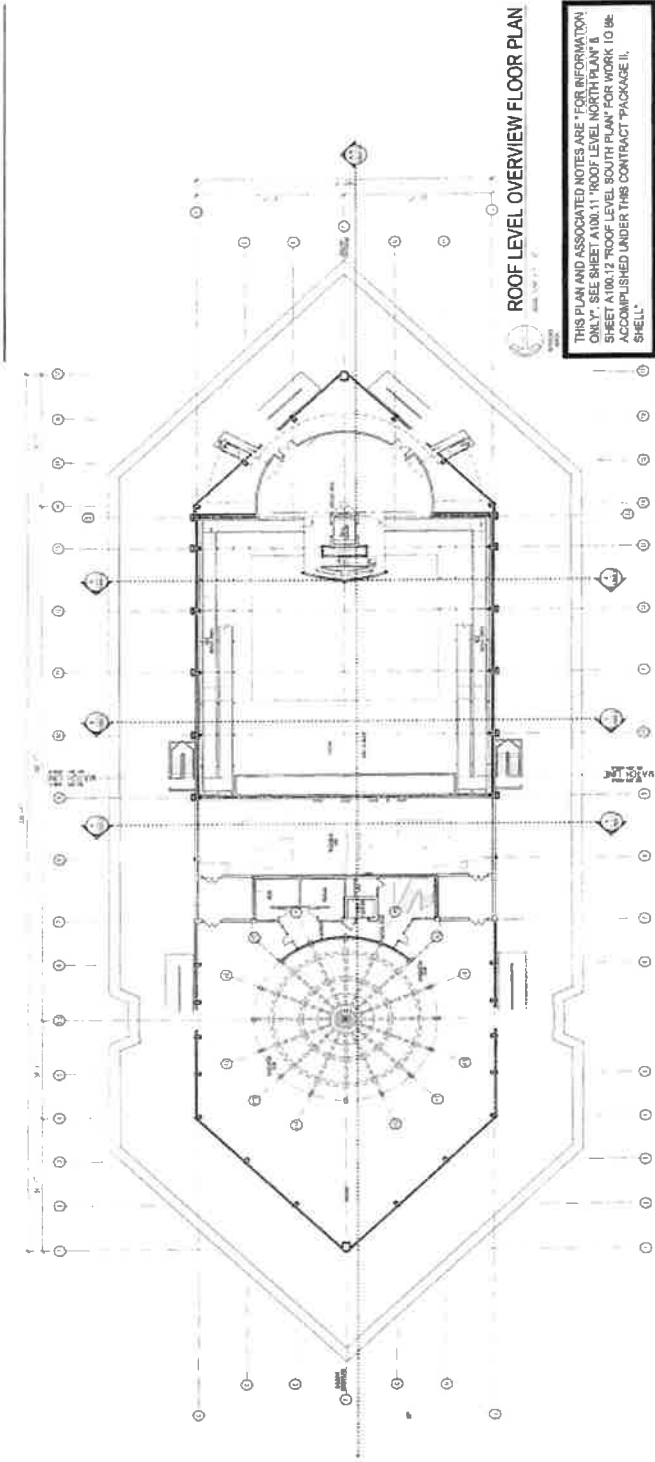


EXHIBIT A – SCOPE OF WORK
PAGE 9 OF 10



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: Archonique.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: 9-4-25

Title: 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 Relations

Email: 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: alex.ransburgh@epicbrokers.com
FAX (A/C, No):

License#: 0B29730
DMSPARC

INSURED
DMS Parent, LLC, Diversified
Maintenance - RWS, LLC
331 1st Ave North
Birmingham AL 35204

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

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 18, 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:

Lana Pafenbach
Lana Pafenbach

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

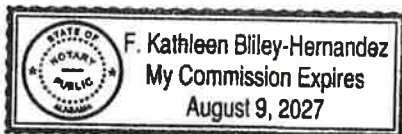
Print Name: **LARRY C. DORSEY**

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:	
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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: ☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ Hired AUTOS ONLY ☐ SCHEDULED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ 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 \$
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	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	NAIC #
		INSURER A: Progressive Specialty Insurance Company	32786
		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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ACORD 25 (2016/03)

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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.

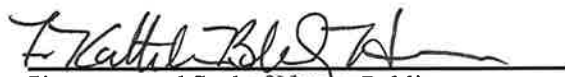
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to 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

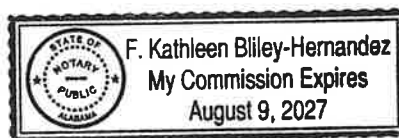


EXHIBIT F: PROJECT CLOSEOUT CHECKLIST

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:

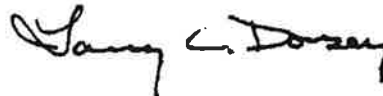
D&D can provide the construction plans and CEI services for the above referenced project for the fees as follows and as outlined in the contract:

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 18, 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:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 12 November 2025 Item No. _____
Date

Submitted by: Animal Services Robert Bryant
Department 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

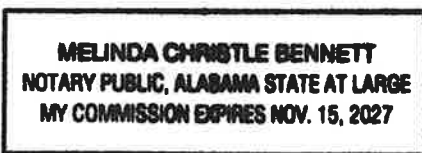
Melinda Christie Bennett

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: 251-633-8811 [A/C, No, Ext]: 251-633-8811 E-MAIL: CRAIG.WILLIAMS.B2IF@STATEFARM.COM ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	FAX [A/C, No]: 251-634-1599 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 ☐ SCHEDULED 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 DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☒ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTHER ☐ EACH ACCIDENT \$ DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$

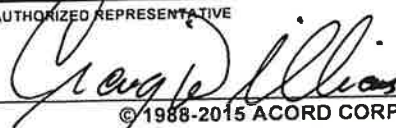
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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> Ellen Newsom	<u>Member Number</u> 262421	<u>Rating Code</u> [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>	
			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
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																	
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%;"> <tr> <td style="width: 33%;"><u>Location Number/Address</u></td> <td style="width: 33%;"><u>Bailee Plan</u></td> <td style="width: 33%;"><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%;"> <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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Excess Professional Liability (if applicable)	\$																			
State Taxes (if applicable)	\$																			
Total Premium Due:	\$ 417.00																			
Item 7. Forms Attached at Issuance U-VPL-261-A CW (01/23)																				
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

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 18, 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:

Lana Pafenbach

Lana Pafenbach

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



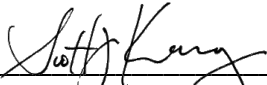
October 20, 2025

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 FAX (A/C, No): E-MAIL ADDRESS: chelsea.lahr@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Phoenix Insurance Company	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

CANCELLATION

City of Mobile
701 Saint Francis 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



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



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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



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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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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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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 18, 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:

Lana Pafenbach

Lana Pafenbach

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

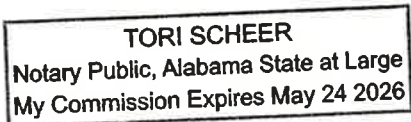
The State of Alabama }

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)	
		PHONE (A/C, No, Ext)		FAX (A/C, No)	
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.					
INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO. ☐ LOC ☐ OTHER ☐				GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO ☐				BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐				BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐				PROPERTY DAMAGE (Per accident) \$
					\$
	UMBRELLA LIAB ☐				EACH OCCURRENCE \$
	EXCESS LIAB ☐				AGGREGATE \$
	DEC ☐ RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				PER STATUTE ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/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 (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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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 ADDRESS: jowens@hrtinsurancegroup.com
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 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 & COMPOUND 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 ☐ 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 OSLD 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.



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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

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.

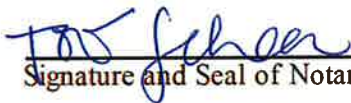
I further attest that said **SAWGRASS CONSULTING, LLC. .** is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 621593.



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,

A handwritten signature in blue ink, appearing to read "Stephen Delahunty", with a stylized flourish at the end.

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 18, 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:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: November 12, 2025
Date

Item No. _____

Submitted by: Transit
Department

Joe Snowden
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



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.

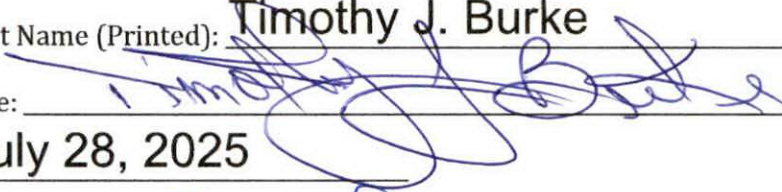
☒ Insurance Letter Attached

Section 7 – Oath and Signature

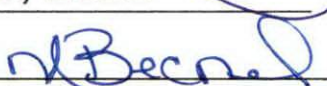
I hereby authorize the investigation of all statements contained in this application. I certify that:

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: 

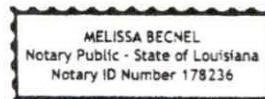
Date: July 28, 2025

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

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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.



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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.



**Shape the future
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 Text and Drive



**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

ISSUE DATE 06-27-2024

ENDORSEMENTS
NONE

RESTRICTIONS
NONE

SEX HGT WGT
M 5' 11" 180

EYES AUDIT OFFICE
BRO 3472 108

PARISH

0070030028524101



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

Donor Y / 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

ACADIAN HEALTH

 **28,243** PATIENT ENCOUNTERS
 **31** MOBILE MEDICAL UNITS

STATES OF OPERATION:      

NATIONAL EMS ACADEMY

 **2,504** PEOPLE TRAINED AS PARAMEDICS, EMTs, OR EMR/ECA
82% EMT PASS RATE (79% NATIONAL AVG.)
85% PARAMEDIC PASS RATE (86% NATIONAL AVG.)
 **114,552** RECERTIFICATIONS AND CBTS COMPLETED

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)

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.

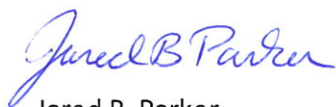
Acadian Ambulance Service shows to have the assets, qualifications, and financial backing needed to begin work within the city. Within their application they have submitted 2 letters of support from Springhill Medical Center and University Hospital, located in Mobile, AL.

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 18, 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 18, 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

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1255 BRUSSELLS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 4, 5, 6, 7, 8, and 15; and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1255 BRUSSELLS STREET** described as:

**LOT 12 & ALL THAT PT OF LOTS 13-14 LYING IN REAR OF SD
LOT 12 ALL IN SQ 22 TOULMIN TRT DESC AS BDED BY LINE
BEG AT NE COR OF DUVAL & BRUSSELLS ST & THEN RUN
ELY ALG N/S DUVAL ST 56 FT 2 IN TO PT THEN NLY PAR WITH
BRUSSELLS ST 143 FT 6 IN TO SE COR LOT 1 OF SD SQ THEN
WLY ALG S/L SD LOT 1 TO PT ON E/S BRUSSELLS WHICH PT
IS 136 FT NLY FROM NE COR OF DUVAL & BRUSSELLS STS
THEN SLY ALG E/S BRUSSELLS ST TO PL OF BEG DBK 156 P
53 #SEC 28 T4S R1W #MP29 10 28 4 003**

Parcel Number: 29 10 28 4 003 063

Last Assessed to: ROYAL INVESTORS LLC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

November 12, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'G. Jackson', is written over the text of the 'FR' field.

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, November 18, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1255 BRUSSELS STREET**. OWNED BY OR MAY HAVE AN INTEREST: **ROYAL INVESTORS LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 28 4 003 063

COUNCIL DISTRICT 2 – SAMANTHA INGRAM

LEGAL DESCRIPTION: LOT 12 & ALL THAT PT OF LOTS 13-14 LYING IN REAR OF SD LOT 12 ALL IN SQ 22 TOULMIN TRT DESC AS BDED BY LINE BEG AT NE COR OF DUVAL & BRUSSELS ST & THEN RUN ELY ALG N/S DUVAL ST 56 FT 2 IN TO PT THEN NLY PAR WITH BRUSSELS ST 143 FT 6 IN TO SE COR LOT 1 OF SD SQ THEN WLY ALG S/L SD LOT 1 TO PT ON E/S BRUSSELS WHICH PT IS 136 FT NLY FROM NE COR OF DUVAL & BRUSSELS STS THEN SLY ALG E/S BRUSSELS ST TO PL OF BEG DBK 156 P 53 #SEC 28 T4S R1W #MP29 10 28 4 003

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1255 BRUSSELLS STREET

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	05/08/2025	Comments	

Property Score

Score	63 83	Score Description	DEMO
-------	-------	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

6-19-25

Noted 3 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 09/15/2025

Property Address: 1255 Brussels Street

District No: 2

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.









Affidavit of Mailed Notice



November 12, 2025

State of Alabama
County of Mobile

Subject Property – 1255 Brussels Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

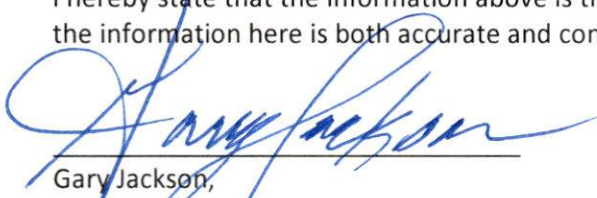
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 9 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.



Gary Jackson,
Deputy Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Royal Investors, LLC
1255 Brussels Street
Mobile AL 36605-4854

September 25, 2025

RE: 1255 Brussels Street
Project Number: ME-019-25

Dear Royal Investors, LLC:

On September 15, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1255 Brussels Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 12 & ALL THAT PT OF LOTS 13-14 LYING IN REAR OF SD LOT 12 ALL IN SQ 22 TOULMIN TRT DESC AS BDED BY LINE BEG AT NE COR OF DUVAL & BRUSSELS ST & THEN RUN ELY ALG N/S DUVAL ST 56 FT 2 IN TO PT THEN NLY PAR WITH BRUSSELS ST 143 FT 6 IN TO SE COR LOT 1 OF SD SQ THEN WLY ALG S/L SD LOT 1 TO PT ON E/S BRUSSELS WHICH PT IS 136 FT NLY FROM NE COR OF DUVAL & BRUSSELS STS THEN SLY ALG E/S BRUSSELS ST TO PL OF BEG DBK 156 P 53 #SEC 28 T4S R1W #MP29 10 28 4 003

Parcel Number: 29 10 28 4 003 063

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **November 9, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **November 9, 2025**, provide the Code Official with a work plan to accomplish the repairs by **November 9, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 9, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on **November 18, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1255 Brussels Street

Date: June 17, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 10, 2025

Per the Title Report, the owner is: Royal Investors, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Royal Investors, LLC
1255 Brussels St
Mobile AL 36605-4854 | Subject/location address |
| 2 | Royal Investors, LLC
PO Box 66358
Mobile AL 36606-1358 | LexisNexis address good 2007 – Address also listed don LexisNexis for Jacqueline Holmes for 2007. |
| 3 | Royal Investors, LLC
c/o Jacqueline Holmes
Arthur Lee Holmes
1851 Canal St
Mobile AL 36606-4341 | Secretary of AL Registered Agent – Phone numbers 251-379-3912, 251-545-5514, 251-478-5047 good 2025 – LexisNexis address good 4/2025 – Also Member of Royal Investors, LLC |
| 4 | Jacqueline Holmes
Arthur Lee Holmes
2780 Government St
Mobile AL 36606-2606 | LexisNexis address good 6/2025 |
| 5 | Arthur Lee Holmes
648 Gehrig Ave
Mobile AL 36610-2328 | Secretary of AL member of Royal Investors, LLC – LexisNexis address good 11/2024 – Phone numbers are 251-476-4609, 251-648-1473 and 334-432-9236 good 2025 |
| 6 | Jonas G. Dillard
1571 Orange St
Mobile AL 36605-4843 | Secretary of AL member of Royal Investors, LLC – LexisNexis address good 2023 – Phone numbers are 251-458-8632, 251-473-7970, 251-298-0989 good 2025 |

7 Jonas G. Dillard
1576 Robert E. Lee St
Mobile AL 36605-4906

LexisNexis address good 6/2025

8 Jacqueline Holmes
1800 Dublin St Unit B
Mobile AL 36606

Secretary of AL address good for King Arthur
Treasures

TAX STATUS: 2022, 2023 and 2024 TAX LIEN

9 John L Cloyd
6691 SW County Rd 158
Jasper FL 32052-3940

Verified address with the Revenue Commission
Redemption Dept on 6/12/2025. Tax lien is for 3
years. Must have 5 years to petition the court for
ownership. John L. Cloyd is 81 years old per
LexisNexis – attached relatives page for reference.

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **655 HOLCOMBE AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8, 14 and 15;*** and

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **655 HOLCOMBE AVENUE** described as:

**THAT CERTAIN LOT OF LAND DE DESC AS BEG AT PT ON E/L
HOLCOMBE AVE 153 FT N OF NE COR HOLCOMBE AVE &
BANKHEAD ST THAN N ALG E/L HOLCOMBE AVE 42.2 FT TO
PT WHICH IS INT OF S/L OF WILLIAMS ST THEN NELY ALG
S/L WILLIAMS ST 28.2 FT THEN WITH DEFL ANG TO RT 86
DEG 26 MIN RUN SELY ALG BDY LINE AS ESTABLISHED BY
INSTRUMENT EXECUTED BY JAMES A BRASWELL & WIFE &
W F MANDRELL & WIFE WITH DEFL ANG TO RT 87 DEG 44
MIN RUN S 32 FT THEN WITH DEFL ANG TO RT 93 DEG W ALG
N/L OF LOT 20 BLK 23 BON AIR ESTS 150 FT TO BEG PLAT
BY DURANT ENGR CO IT BEING INTENDED TO CONVEY HERE
BY WITHIN BDRYS OF ABOVE DESC LAND LOT 19 BLK 23
BON AIR ESTS DBK 156 P 374 DBK 156 P 374 #SEC 28 T4S
R1W #MP29 10 28 3 003**

Parcel Number: 29 10 28 3 003 057

Last Assessed to: DAVIS CARL W & SHANNON W

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be

demolish in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 12, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, November 18, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **655 HOLCOMBE AVENUE**. OWNED BY OR MAY HAVE AN INTEREST: **DAVIS CARL W & SHANNON W** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 28 3 003 057

COUNCIL DISTRICT 2 – SAMANTHA INGRAM

LEGAL DESCRIPTION: THAT CERTAIN LOT OF LAND DE DESC AS BEG AT PT ON E/L HOLCOMBE AVE 153 FT N OF NE COR HOLCOMBE AVE & BANKHEAD ST THAN N ALG E/L HOLCOMBE AVE 42.2 FT TO PT WHICH IS INT OF S/L OF WILLIAMS ST THEN NELY ALG S/L WILLIAMS ST 28.2 FT THEN WITH DEFL ANG TO RT 86 DEG 26 MIN RUN SELY ALG BDY LINE AS ESTABLISHED BY INSTRUMENT EXECUTED BY JAMES A BRASWELL & WIFE & W F MANDRELL & WIFE WITH DEFL ANG TO RT 87 DEG 44 MIN RUN S 32 FT THEN WITH DEFL ANG TO RT 93 DEG W ALG N/L OF LOT 20 BLK 23 BON AIR ESTS 150 FT TO BEG PLAT BY DURANT ENGR CO IT BEING INTENDED TO CONVEY HERE BY WITHIN BDRYS OF ABOVE DESC LAND LOT 19 BLK 23 BON AIR ESTS DBK 156 P 374 DBK 156 P 374 #SEC 28 T4S R1W #MP29 10 28 3 003

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

655 HOLCOMBE AVENUE

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	04/15/2025	Comments	

Property Score

Score	64	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7-11-25

Voted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: W. Alexander

Date: 08/13/2025

Property Address: 655 Holcombe Avenue

District No: 2

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.



































Affidavit of Mailed Notice



November 12, 2025

State of Alabama
County of Mobile

Subject Property – 655 Holcombe Avenue.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

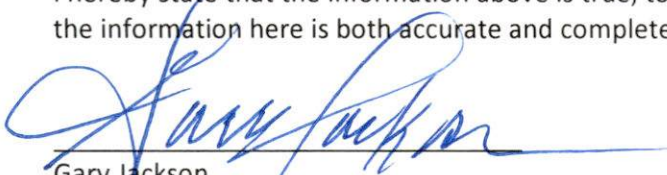
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 4 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson,
Deputy Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Carl W. Davis
c/o Shannon Pauline Davis
1913 Clearmont Street
Mobile AL 36606-1362

September 25, 2025

**RE: 655 Holcombe Avenue
Project Number: ME-042-25**

Dear Carl W. Davis c/o Shannon Pauline Davis:

On August 13, 2025 an inspection was made by Wendell Alexander, Municipal Enforcement Officer II, at the property known as 655 Holcombe Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

THAT CERTAIN LOT OF LAND DE DESC AS BEG AT PT ON E/L HOLCOMBE AVE
153 FT N OF NE COR HOLCOMBE AVE & BANKHEAD ST THAN N ALG E/L
HOLCOMBE AVE 42.2 FT TO PT WHICH IS INT OF S/L OF WILLIAMS ST THEN NELY
ALG S/L WILLIAMS ST 28.2 FT THEN WITH DEFL ANG TO RT 86 DEG 26 MIN RUN
SELY ALG BDY LINE AS ESTABLISHED BY INSTRUMENT EXECUTED BY JAMES A
BRASWELL & WIFE & W F MANDRELL & WIFE WITH DEFL ANG TO RT 87 DEG 44
MIN RUN S 32 FT THEN WITH DEFL ANG TO RT 93 DEG W ALG N/L OF LOT 20
BLK 23 BON AIR ESTS 150 FT TO BEG PLAT BY DURANT ENGR CO IT BEING
INTENED TO CONVEY HERE BY WITHIN BDRYS OF ABOVE DESC LAND LOT 19
BLK 23 BON AIR ESTS DBK 156 P 374 DBK 156 P 374 #SEC 28 T4S R1W #MP29
10 28 3 003

Parcel Number: 29 10 28 3 003 057

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **November 9, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **November 9, 2025**, provide the Code Official with a work plan to accomplish the repairs by **November 9, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 9, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on **November 18, 2025 at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

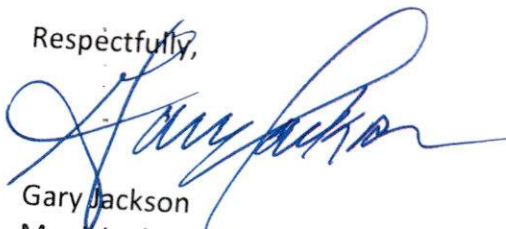
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1543.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 655 Holcombe Avenue

Date: August 25, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 25, 2025

Per the Title Report, the owner is: Carl W. Davis and Shannon W. Davis

NOTES: Shannon W. Davis is deceased as of 10/8/2021. Listed two of the children due to Carl W. Davis's age of 85 years old.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Carl W. Davis
655 Holcombe Ave
Mobile AL 36606-4269 | Subject/location address – Owner – Phone
numbers are 251-479-0259, 251-648-4664, and
409-207-7495 good 2025 |
| 2 | Carl W. Davis
53 Demouy Ave
Mobile AL 36606-1458 | LexisNexis address good 8/2025 |

RELATIVES

- | | | |
|---|---|---|
| 3 | Carl W. Davis
c/o Shannon Pauline Davis
1913 Clearmont St
Mobile AL 36606-1362 | Daughter of owner's - LexisNexis address good
5/2025 |
| 4 | Carl W. Davis
c/o Carl William Davis, Jr.
813 E 23 rd Ave
Gulf Shores AL 36542-3127 | Son of owner's – LexisNexis address good 5/2025 |

TAX STATUS: 2024 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1314 PECAN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 7, 8, and 15; and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1314 PECAN STREET** described as:

**W 45 FT OF LOTS 25 & 26 BLK 25 TISDALE SUB OF FISHER
TRT DBK 75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 002**

Parcel Number: 29 06 13 0 002 193

Last Assessed to: LEWIS LUCILE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 12, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, November 18, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1314 PECAN STREET**.
OWNED BY OR MAY HAVE AN INTEREST: **LEWIS LUCILE** IS A PUBLIC NUISANCE AS SET FORTH BY
ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".
(See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 002 193

COUNCIL DISTRICT 2 – SAMANTHA INGRAM

**LEGAL DESCRIPTION: W 45 FT OF LOTS 25 & 26 BLK 25 TISDALE SUB OF FISHER TRT DBK 75 P
260 #SEC 13 T4S R1W #MP29 06 13 0 002**

GJ/md



City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1314 PECAN STREET

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	05/08/2025	Comments	

Property Score

Score	62	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 5-19-25

Noted 3 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 09/15/2025

Property Address: 1314 Pecan Street

District No: 2

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.























Affidavit of Mailed Notice



November 12, 2025

State of Alabama
County of Mobile

Subject Property – 1314 Pecan Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

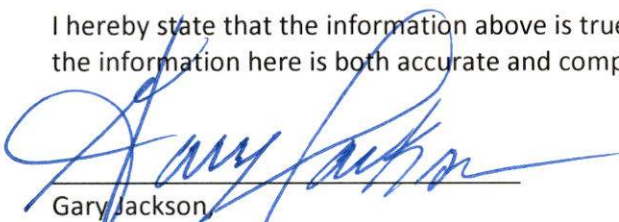
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 15 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson
Deputy Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Owner
1314 Pecan Street
Mobile AL 36603-5575

September 25, 2025

RE: 1314 Pecan Street
Project Number: ME-044-25

Dear Owner:

On September 15, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1314 Pecan Street.

I. **PROPERTY** The legal description of the Property is as follows:

W 45 FT OF LOTS 25 & 26 BLK 25 TISDALE SUB OF FISHER TRT DBK
75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 193

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **November 9, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **November 9, 2025**, provide the Code Official with a work plan to accomplish the repairs by **November 9, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 9, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

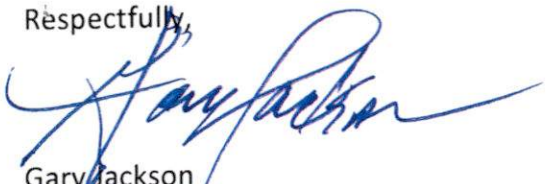
- IV. **NOTICE** is hereby given that on **November 18, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,


Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1314 Pecan Street

Date: June 25, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 18, 2025

Per the Title Report, the owner is: Lucile Lewis

Note: Lucile Lewis Died 11/4/2009. They had two children, Carrie Lewis Washington and Charlie Lewis, Jr (both died before Lucile). Lucile's obit states she has nine grandchildren. Carrie Lewis Washington had three sons. Charlie Lewis, Jr., had three sons and three daughters. Genealogy couldn't locate obituaries with relatives for Jarvis McLaughlin and Gerald Lewis, but they did find obits that only address when they died.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Owner
1314 Pecan St
Mobile AL 36603-5575 | Subject/location address |
| 2 | Heirs of Lucile Lewis
1256 S Ann St
Mobile AL 36605-4779 | Revenue Commission website mailing address –
checked LexisNexis and none of her heirs have
this address but listed it just in case. |
| 3 | Geraldine Lewis
1637 Holyoke Ave Apt 1
Cleveland OH 44112-2125 | Daughter in law of Lucile Lewis and widow of
Owner's son Charlie Lewis. Lexis address good
4/2025 – Phone numbers are 251-473-7713, 251-
478-6557 both good in 2025. |
| 4 | Geraldine Lewis
Raymond Lewis
409 Donald St
Mobile AL 36617-3304 | LexisNexis address good 5/2025 |
| 5 | Charles Lewis
1504 Chatague St
Mobile AL 36603-5117 | Grandson of owner – LexisNexis address good
7/2017 – Phone number 251-438-9979 - These are
old but may be current address and phone
numbers per Lexis. |

- | | | |
|----|---|---|
| 6 | Raymond Lewis
3303 Fulton Rd Unit D
Cleveland OH 44109-1464 | Grandson of owner – LexisNexis address good
10/2020 – Phone number is 334-478-9296 good
2025 |
| 7 | Yasmeen Reid
201 Spring Run Dr Apt 7
Fairhope AL 36532-3883 | Great Granddaughter of owner – Daughter of Carol
Lewis (deceased) LexisNexis address good 4/2025
– Phone numbers are 251-725-3769, 251-473-
7713 and 216-640-1277 good 2025. |
| 8 | Yasmeen Reid
24451 Lake Shore Blvd Apt 316
Euclid OH 44123-1272 | Lexis address good 4/2025 |
| 9 | Charlotte Lewis
18050 Lake Shore Blvd Apt 203
Cleveland Oh 44119-1205 | Granddaughter of owner – LexisNexis address
good 5/2025 – Phone number 216-339-6485 and
216-481-0311 good 2025 |
| 10 | Ennis McLaughlin
2268 Breckenridge Dr
Harvey LA 70058-5409 | Grandson of owner – LexisNexis address good
5/2025 – Phone numbers are 504-831-9371, 504-
388-2016 good 2025 |
| 11 | James McLaughlin
4001 Moffett Ct
Mobile AL 36618-1205 | Grandson of owner – LexisNexis address good
5/2025 – Phone number is 251-525-4681 good
2025 |
| 12 | James McLaughlin
6 S Florida St Apt A
Mobile AL 36606-1933 | LexisNexis address good 11/2024 – phone number
251-622-2678 good 5/2023 |
| 13 | Joyce Kirk
2196 E 78 th St
Cleveland OH 44103-4922 | Granddaughter of owner – Lexis address good
4/2025 – Phone number 215-551-1291 good 2025 |

TAX STATUS: 2014 State Tax Sale – State has the lien

- | | | |
|----|--|--|
| 14 | Alabama Dept. of Revenue
Property Tax Division
P. O. Box 327210
Montgomery, AL 36132-7210 | State Tax Sale in 2014 – Reference Parcel ID and
Key number – Parcel # 022906130002193 and Key
number is 718628. |
|----|--|--|

Parties with recorded liens per Title Report: NONE

Weed Lien – City of Mobile vs Lucile Lewis, adopted 9/29/2015, recorded 10/2/2015, LR7309 page 243.

Weed Lien – City of Mobile vs Lucile Lewis, adopted 10/24/2017, recorded 1/5/2018, LR7592 page 973.

Weed Lien – City of Mobile vs Lucile Lewis, adopted 4/2/2019, recorded 5/3/2019, Instrument number 2019024329.

Weed Lien – City of Mobile vs Lucile Lewis, adopted 2/4/2020, recorded 6/18/2020, instrument number 2020035861.

Weed Lien – City of Mobile vs Lucile Lewis, adopted 9/21/2021, recorded 12/15/2021, instrument number 2021082396.

Weed Lien – City of Mobile vs Lucile Lewis, adopted 6/18/2024, recorded 2/6/2025, instrument number 20250079853.

Weed Lien – City of Mobile vs Lucile Lewis, adopted 1/7/2025, recorded 5/30/2025, instrument number 2025033652.

15 State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132

State of Alabama vs James B. McLaughlin –
Account number IIT-R009866140
Lien number – 1841106432
Lien number - 1564585472
Lien number - 1522474496

Open Mortgages: NONE

Lis Pendens: NONE

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
505 Chin Street

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **505 Chin Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **505 Chin Street** to be **\$1,500.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$1,500.00** shall constitute a special assessment against the property at structure **505 Chin Street** and being that property more particularly described as follows:

LOT 6 BLK 2 OF SUB EAST HIGHLANDS DBK 156 PGS 594-5 #SEC 44 T4S R1W #MP29 02 44 0 003

Parcel No.: **29 02 44 0 003 191.XXX**

Owner: **BRYANT VIRGINIA
5417 SPRING DR
MOBILE AL 36693**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **démolition** of the structure at **505 Chin Street**, for the proposed amount of **\$1,500.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 9, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-056-24

LOCATION:
505 Chin Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 6 BLK 2 OF SUB EAST HIGHLANDS DBK 156 PGS 594-5 #SEC 44 T4S R1W #MP29 02 44 0 003

Parcel Number: 29 02 44 0 003 191.XXX

Amount: ~~\$ 1,300.00~~ \$1,500.00

Assessed: BRYANT VIRGINIA
5417 SPRING DR
MOBILE AL 36693

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
559 Hickory Street

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **559 Hickory Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **559 Hickory Street** to be **\$2,300.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,300.00** shall constitute a special assessment against the property at structure **559 Hickory Street** and being that property more particularly described as follows:

LOT 11 BLK 20 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel No.: **29 06 13 0 002 222.XXX**

Owner: **BROWN VALERIE
1109 ANDERS DR
MOBILE AL 36608-5656**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **559 Hickory Street**, for the proposed amount of **\$2,300.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 9, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-126-24

LOCATION:
559 Hickory Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 11 BLK 20 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 222.XXX

Amount: ~~\$2,100.00~~ \$2,300.00

Assessed: BROWN VALERIE
1109 ANDERS DR
MOBILE AL 36608-5656

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over the typed name.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member William Carroll, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
553 Live Oak Street

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **553 Live Oak Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **553 Live Oak Street** to be **\$3,675.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,675.00** shall constitute a special assessment against the property at structure **553 Live Oak Street** and being that property more particularly described as follows:

LOTS 21 & 22 IN SQR 21 OF TH TISDALE SUBD OF TH FISHER TRT DBK 75 NS PG 259 COMM AT TH NW COR OF ST MEADAR & LIVE OAK STS TH RUN WLY ALG TH N/S OF ST MEDAR ST 80 FT TH NLY & PAR W/ LIVE OAK ST 95 FT TO TH S SD OF MENAS ST 80 FT TO TH SW COR OF MENAS ST & LIVE OAK ST TH RUN SLY ON TH W SD OF LIVE OAK ST 95 FT TO TH POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel No.: **29 06 13 0 002 217**

Owner: **NICHOLSON JOYCELYN**
 1608 FAYE ST SW
 DECATUR AL 35601-2733

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **553 Live Oak Street**, for the proposed amount of **\$3,675.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 9, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-119-23

LOCATION:
553 Live Oak Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOTS 21 & 22 IN SQR 21 OF TH TISDALE SUBD OF TH FISHER TRT DBK 75 NS PG 259 COMM AT TH NW COR OF ST MEADAR & LIVE OAK STS TH RUN WLY ALG TH N/S OF ST MEDAR ST 80 FT TH NLY & PAR W/ LIVE OAK ST 95 FT TO TH S SD OF MENAS ST 80 FT TO TH SW COR OF MENAS ST & LIVE OAK ST TH RUN SLY ON TH W SD OF LIVE OAK ST 95 FT TO TH POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 217

Amount: ~~\$3,475.00~~ \$3,675.00

Assessed: NICHOLSON JOYCELYN
1608 FAYE ST SW
DECATUR AL 35601-2733

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over a horizontal line.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
753 Dr. Thomas Avenue

Sponsored by: Councilmember Samantha Ingram District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **753 Dr. Thomas Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **753 Dr. Thomas Avenue** to be **\$2,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,200.00** shall constitute a special assessment against the property at structure **753 Dr. Thomas Avenue** and being that property more particularly described as follows:

LOT 68 BLK 1 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel No.: **29 02 44 0 017 077.031**

Owner: **LAND CORNELIUS JAMES
430 DISMUKES AVE
MOBILE AL 36610-2325**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **753 Dr. Thomas Avenue**, for the proposed amount of **\$2,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-165-24

LOCATION:
753 Dr. Thomas Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 68 BLK 1 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 077.031

Amount: ~~\$2,000.00~~ \$2,200.00

**Assessed: LAND CORNELIUS JAMES
430 DISMUKES AVE
MOBILE AL 36610-2325**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
714 Dr. Thomas Avenue S.

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **714 Dr. Thomas Avenue S.** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **714 Dr. Thomas Avenue S.** to be **\$2,195.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,195.00** shall constitute a special assessment against the property at structure **714 Dr. Thomas Avenue S.** and being that property more particularly described as follows:

LOT 60 BLK 2 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel No.: **29 02 44 0 017 077.XXX**

Owner: **HOWARD PEARLIE
2309 RUSHING DR
MOBILE AL 36617-2564**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **714 Dr. Thomas Avenue S.**, for the proposed amount of **\$2,195.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-235-17

LOCATION:
714 Dr. Thomas Avenue S

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 60 BLK 2 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 077.XXX

Amount: ~~\$1,995.00~~ **32,195.00**

Assessed: HOWARD PEARLIE
2309 RUSHING DR
MOBILE AL 36617-2564

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the typed name.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
757 Dr. Thomas Avenue S.

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **757 Dr. Thomas Avenue S.** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **757 Dr. Thomas Avenue S.** to be **\$2,195.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,195.00** shall constitute a special assessment against the property at structure **757 Dr. Thomas Avenue S.** and being that property more particularly described as follows:

LOTS 66 & 67 BLK 1 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel No.: **29 02 44 0 017 077 029.XXX**

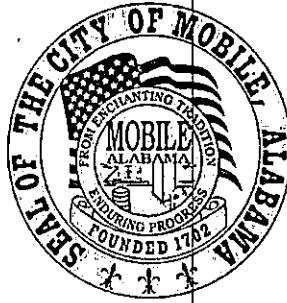
Owner: **CAPONIS AUTHERINE & CATHERINE
C/O CAPONIS AUTHERINE & CATHERINE CAPONIS HEDGEMON
4509 SENATOR ST
EIGHT MILE AL 36613-3309**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 18, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **757 Dr. Thomas Avenue, S.**, for the proposed amount of **\$2,195.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 30, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-134-24

LOCATION:
757 Dr. Thomas Avenue S

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOTS 66 & 67 BLK 1 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 029.XXX

Amount: ~~\$1,995.00~~ **\$2,195.07**

Assessed: CAPONIS AUTHERINE & CATHERINE C/O CAPONIS AUTHERINE &
CATHERINE CAPONIS HEDGEMON
4509 SENATOR ST
EIGHT MILE AL 36613-3309

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,


Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 18, 2025

Submitted by:

William Jackson, Police Chief

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile

Amount of Contract:

\$500.00

Funding Source

ATTACHMENTS:

1. OOTM Resolution
2. Agenda Item Summary Sheet for Officer of the Month

REVIEWERS:

Tracy Baxter

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, 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 each to the following employee:

October 2025: Officer Xavier Loper

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: Tuesday, November 18, 2025
Date

Item No. _____

Submitted by: Mobile Police Department
Department

William Jackson
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$500.00

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): NA

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 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 each to the following employee(s):

October 2025 FFOM – Robert M. Stewart (Emp #5255)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

Email address	bryan.pritchard@cityofmobile.org
Name of Nominee	Mark Stewart
Rank of Nominee	Captain
Assignment of Nominee	Truck 10
Date of Incident	Nov 04, 2025
Type of Award being requested	Employee of the Month
Summary of Incident / Action	Captain Mark Stewart is the epitome of being a firefighter and a leader. He has served the mobile fire rescue department, and the citizens of the City of Mobile for 34years, 24 of them spent in leadership as a Captain. His career has been long and eventful, with moments of joy, fear, turbulent times. Through several administrations and city changes he has always held a steadfast attitude of working hard and staying true to his love for the job. Captain Stewart is one person who never complains or says no to a challenge. He takes every task and assignment head on and never faints in the face of his peers. He truly leads by example and harnesses the energy to share his knowledge with others around him making them better. His dedication to public safety goes beyond the fire department as he has worked in EMS, ARFF, USAR, and as a Deputy Sheriff. Captain Stewart has many certifications from the fire college and state he holds as he has been a lifelong student and teacher of his profession. He is a proud veteran of our country and stands ready at any moment to render aid to our citizens without hesitation. He is currently assigned to the Hazardous Materials unit at Seelhorst fire station. To meet him and watch his interaction on a daily basis, is to truly understand what dedication, service, commitment, and integrity is truly about. We are honored to have a giant that walks among the men and women of Mobile Fire Department.
Name of Originator	Bryan Pritchard
Rank of Originator	Driver
Assignment of Originator	Engine 7
I certify that the fact contained in the summery are both known to me and are a matter of record.	Bryan Pritchard

FIREFIGHTER

OF THE MONTH

Robert M. Stewart

The Mobile Fire-Rescue Department (MFRD) is proud to honor FireMedic Captain Robert M. Stewart as the Firefighter of the Month for October 2025 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

October 2025

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL
PRESIDENT, MOBILE CITY COUNCIL

BARRY N. GLISSON
INTERIM FIRE CHIEF

SPIRO CHERIOGOTIS
MAYOR, CITY OF MOBILE

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$3,500.00 to Bay Area Women Coalition*, from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to Bay Area Women Coalition*, 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 *Bay Area Women Coalition*, will be used to *assist with the 2025 Trinity Gardens Christmas Parade*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of *\$3,500.00 to Bay Area Women Coalition*, 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*

WHEREAS, *Councilmember Penn* wishes to appropriate **\$2,500.00** to **John L. LeFlore Magnet High School**, from District 1 Discretionary Funds (10041020 42080); and

WHEREAS, **John L. LeFlore Magnet High School**, 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 **John L. LeFlore Magnet High School**, *will be used to assist with the LeFlore High School Basketball programs* 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 \$2,500.00 to John L. LeFlore Magnet High School 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: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$2,000.00 to **Secret Scientist**, from the District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, *to **Secret Scientist**, 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 **Secret Scientist**, will be used to *assist with the Annual Secret Scientist Topgolf Christmas 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,000.00 to Secret Scientist**, 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 Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$2,000.00 to **Secret Scientist**, from the District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, *to **Secret Scientist**, 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 **Secret Scientist**, will be used to *assist with the Annual Secret Scientist Topgolf Christmas 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,000.00 to Secret Scientist**, 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 Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$4,500.00 to **Mobile Law Enforcement Foundation***, from the *District 6 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Mobile Law Enforcement Foundation***, 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 **Mobile Law Enforcement Foundation**, will be used to *assist with the upcoming luncheon on November 19, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$4,500.00 to Mobile Law Enforcement Foundation**, 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 Gina Gregory, District 7

WHEREAS, *Councilmember Gregory wishes to appropriate \$10,000.00 to **Magnolia Springs Estates Property Owners Association -West**, from the District 7 Discretionary Fund (10041020 42080); and*

WHEREAS, ***Magnolia Springs Estates Property Owners Association -West**, 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 **Magnolia Springs Estates Property Owners Association -West**, will be used to assist with beautification and security of the neighborhood.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$10,000.00 to Magnolia Springs Estates Property Owners Association -West**, 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 Gina Gregory, District 7

WHEREAS, *Councilmember Gregory wishes to appropriate \$10,000.00 to **Magnolia Springs Estates Property Owners Association -West**, from the District 7 Discretionary Fund (10041020 42080); and*

WHEREAS, ***Magnolia Springs Estates Property Owners Association -West**, 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 ***Magnolia Springs Estates Property Owners Association -West***, will be used to *assist with beautification and security of the neighborhood.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$10,000.00 to Magnolia Springs Estates Property Owners Association -West***, 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

Agenda of: November 18, 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 Altec Industries Inc for one 75-foot articulating bucket truck for Urban Forestry.

Amount of Contract:

\$212,775.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251110 Altec Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 18 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 Altec Industries Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Altec Industries Inc for one 75-foot articulating bucket truck
for Urban Forestry.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$212,775.00

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: Sealed bid 6006

How many bidders received bid packages (if applicable): 3

How many bidders submitted bids (if applicable): 27 + web

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>3096</u>	2026	(F7000) MOTOR POOL	ALTEC 75-FOOT ARTICULATING BUCKET TRUCK FOR URBAN FORESTRY (SEALED BID 6006)	\$212,775.00	<u>(13850) ALTEC INDUSTRIES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003096-00 FY 2026 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
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Page 1

Vendor ALTEC INDUSTRIES INC 210 INVERNESS CENTER DR BIRMINGHAM, AL 35242 Tel#205-323-8751 Fax 205-458-3839	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/25	013850				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK AERIAL ARTICULATING OVERCENTER AERIAL DEVICE;WORKING HEIGHT:75.3FT;SIDE REACH: 48.4F UNIT/BODY SPECIFICATIONS: ALTEC MODEL LR8-60E70RM ARTICULATING OVERCENTER AERIAL DEVICE;WORKING HEIGHT:75.3FT;SIDE REACH: 48.4FT ELEVATOR PEDESTAL SINGLE ONE MAN, FIXED, SIDE MOUNTED, FIBERGLASS PLATFORM PLATFORM COVER PLATFORM LINER TOOL CIRCUIT TOOL CIRCUIT SYSTEM RELIEF PRESSURE TO BE SET TO 2250 PSI SECONDARY STOWAGE SYSTEM A-FRAME PRIMARY OUTRIGGERS W/SWIVEL SHOES AND SAFETY INTERLOCK SYSTEM A-FRAME AUXILIARY OUTRIGGERS W/SWIVEL SHOES AND SAFETY INTERLOCK SYSTEM HYDRAULIC OUTRIGGER CONTROLS RESERVOIR, 30 GALLON SIGHT GAUGE FOR HYDRAULIC RESERVOIR, RESERVOIR MOUNTED HYDRAULIC OIL HVI-22 W/DYE (STANDARD) FLATBED, 140 INCH L CAB GUARD, SHEET METAL W/NON-SKID SURFACE AND EXPANDED METAL SECTION UNDERRIDE PROTECTION RIGID STYLE PINTLE HITCH RETRACTABLE LADDER STEP, TWO (2) RUNGS, TEXTURED FLAT BACK, INSTALLED AT REAR NO AUTOMATIC LOWER BOOM STOW WOOD	1.00 EACH	212775.00000	212775.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003096-00 FY 2026 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved
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Page 2

Vendor
 ALTEC INDUSTRIES INC
 210 INVERNESS CENTER DR

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

BIRMINGHAM, AL 35242

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#205-323-8751
 Fax 205-458-3839

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/25	013850				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
OUTRIGGER PADS POST STYLE CONE HOLDER, PAINTED BLACK, INSTALLED AT STREETSIDE REAR OF FLATBED FRONT OPENING STORAGE BOX, STEEL, 60Lx20Wx34H, BARN DOORS, GAS PROPS, PADDLE LATCH, VENTED, LEFT SIDE: 42 W COMPT.-2 RUBBER LINED DIVIDER SHELVES, RIGHT SIDE: 18 W COMPT.-6 HOOKS (3-0-3), PAINTED BLACK, INSTALLED CS FRONT FLATBED COMPLETE LED FMVSS LIGHTING PACKAGE 4-CORNER STROBES, AMBER LED 6-WAY TRAILER RECEPTACLE, PIN TYPE ELECTRIC TRAILER BRAKE CONTROLLER ONE EMERGENCY STOP LOCATED AT GROUND LEVEL INSTALLED AT THE REAR OF THE VEHICLE NO UPPER BOOM OUT OF STOW INDICATOR NO LOWER BOOM OUT OF STOW INDICATOR STANDAR ALTEC WARRANTY: ONE (1) YEAR PARTS, ONE (1) YEAR LABOR, NINETY (90) DAYS TRAVEL AND LIMITED LIFETIME STRUCTURAL NON-CARB REGISTERED STATE CHASSIS SPECIFICATIONS: 2026 FREIGHTLINER M2-106 4x2 REGULAR CAB CUMMINS B6. 7 (240HP) 87 CLEAR CA 26000LB GVWR VENDOR TO PROVIDE 2026 ALTEC AERIAL LR8-60E-70 ON A FREIGHTLINER M2-106 4x2 CHASSIS. AS PER CITY OF MOBILE BID #6006			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003096-00 FY 2026 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 3
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Vendor ALTEC INDUSTRIES INC 210 INVERNESS CENTER DR BIRMINGHAM, AL 35242 Tel#205-323-8751 Fax 205-458-3839	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/25	013850				MOTOR POOL

LN	Description / Account AND YOUR QUOTE. Additional Description Notes	Qty	Unit Price	Net Price
75'-85'	BUCKET TRUCK AS FOLLOWS:			

UNIT/BODY SPECIFICATIONS:
 ALTEC MODEL LR8-60E70RM ARTICULATING OVERCENTER AERIAL DEVICE;WORKING
 HEIGHT:75.3FT;SIDE REACH: 48.4FT
 ELEVATOR PEDESTAL
 SINGLE ONE MAN, FIXED, SIDE MOUNTED, FIBERGLASS PLATFORM
 PLATFORM COVER
 PLATFORM LINER
 TOOL CIRCUIT
 TOOL CIRCUIT SYSTEM RELIEF PRESSURE TO BE SET TO 2250 PSI
 SECONDARY STOWAGE SYSTEM
 A-FRAME PRIMARY OUTRIGGERS W/SWIVEL SHOES AND SAFETY INTERLOCK SYSTEM
 A-FRAME AUXILIARY OUTRIGGERS W/SWIVEL SHOES AND SAFETY INTERLOCK SYSTEM
 HYDRAULIC OUTRIGGER CONTROLS
 RESERVOIR, 30 GALLON
 SIGHT GAUGE FOR HYDRAULIC RESERVOIR, RESERVOIR MOUNTED
 HYDRAULIC OIL HVI-22 W/DYE (STANDARD)
 FLATBED, 140 INCH L
 CAB GUARD, SHEET METAL W/NON-SKID SURFACE AND EXPANDED METAL SECTION
 UNDERRIDE PROTECTION
 RIGID STYLE PINTLE HITCH
 RETRACTABLE LADDER STEP, TWO (2) RUNGS, TEXTURED FLAT BACK, INSTALLED AT REAR
 NO AUTOMATIC LOWER BOOM STOW
 WOOD OUTRIGGER PADS
 POST STYLE CONE HOLDER, PAINTED BLACK, INSTALLED AT STREETSIDE REAR OF FLATBED

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003096-00 FY 2026 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 4
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Vendor ALTEC INDUSTRIES INC 210 INVERNESS CENTER DR BIRMINGHAM, AL 35242 Tel#205-323-8751 Fax 205-458-3839	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/25	013850				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	FRONT OPENING STORAGE BOX, STEEL, 60Lx20Wx34H, BARN DOORS, GAS PROPS, PADDLE LATCH, VENTED, LEFT SIDE: 42 W COMPT.-2 RUBBER LINED DIVIDER SHELVES, RIGHT SIDE: 18 W COMPT.-6 HOOKS (3-0-3), PAINTED BLACK, INSTALLED CS FRONT FLATBED COMPLETE LED FMVSS LIGHTING PACKAGE 4-CORNER STROBES, AMBER LED 6-WAY TRAILER RECEPTACLE, PIN TYPE ELECTRIC TRAILER BRAKE CONTROLLER ONE EMERGENCY STOP LOCATED AT GROUND LEVEL INSTALLED AT THE RER OF THE VEHICLE NO UPPER BOOM OUT OF STOW INDICATOR NO LOWER BOOM OUT OF STOW INDICATOR STANDAR ALTEC WARRANTY: ONE (1) YEAR PARTS, ONE (1) YEAR LABOR, NINETY (90) DAYS TRAVEL AND LIMITED LIFETIME STRUCTURAL NON-CARB REGISTERED STATE			

CHASSIS SPECIFICATIONS:
 2026 FREIGHTLINER M2-106 4x2
 REGULAR CAB
 CUMMINS B6.7 (240HP)
 87 CLEAR CA
 26000LB GVWR

AS REQUESTED BY 2018-URBAN FORESTRY

1	1000.40.20.2070.2090.2070.0000.0000.45040.	212775.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003096-00 FY 2026 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved	Page 5
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Vendor ALTEC INDUSTRIES INC 210 INVERNESS CENTER DR BIRMINGHAM, AL 35242 Tel#205-323-8751 Fax 205-458-3839	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/25	013850				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	212775.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	212775.00	2912916.51
SANITATION EXP	FLEET VEHICLES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/20/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	10/20/25	SHONNDA SMITH	
Approved	10/20/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	10/20/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	10/20/25	SHONNDA SMITH	
Approved	10/20/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	11/10/25	DONALD ROSE	Auto approved by: 9105paij

BID TABULATION FOR BID #6006
FORESTRY ARTICULATING OVERCENTER AERIAL DEVICE

ALTEC INDUSTRIES	TRUCK EQUIPMENT SALES	EMPIRE TRUCK SALES
ALTEC LR8-60E70 ON FREIGHTLINER M2106 4X2	VERSALIFT VO-270-E REAR ON INTERNATIONAL MV607 SBA	VERSALIFT VO-270-E REAR ON FREIGHTLINER M2106 PLUS
\$212,775.00	\$232,008.00	\$238,469.00

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs. Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Delivery as well as price may be a consideration in the award of this bid. State delivery of completed unit ready for use by the City of Mobile after Receipt of Purchase Order _____ days. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Include cost of the title application in your price. A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

Page _____ of _____

Page 1205 of 1268

ARTICULATING OVERCENTER AERIAL DEVICE CHASSIS SPECIFICATIONS AS FOLLOWS:

2025 or Newer 4x2 Regular Cab

Cummins B6.7 (240HP)

26,000 lb. GVWR

ARTICULATING OVERCENTER AERIAL DEVICE

Working Height 75.3 FT

Side Reach 48.4 FT

Elevator Pedestal

Single-man, fixed, side mounted, fiberglass platform

Platform Cover

Platform Liner

Tool Circuit

Tool Circuit system relief pressure to be set to 2250 PSI

Secondary Stowage System

A-Frame Primary Outriggers w/swivel shoes and safety interlock system

A-Frame Auxiliary Outriggers w/swivel shoes and safety interlock system

Hydraulic Outrigger Controls

Reservoir, 30 Gallon

Sight gauge for hydraulic reservoir, reservoir mounted

Hydraulic oil HVI-22 W/Dye (standard)

Flatbed, 140 inch L

Cab Gurad, Sheet Metal w/non-skid surface and expanded metal section

Underride Protection

Rigid Style Pintle Hitch

Retractable Ladder Step, two (2) rungs, textured flat back, installed at rear

No automatic lower boom stow

Wood Outrigger Pads (4 each) with storage receptables

Post style cone holder, painted black, installed at streetside rear of Flatbed

Compartments

Front Opening storage box, steel, 60L x 20W x 34H, barn doors, gas props, paddle latch, vented, left side 42W compt. 2 rubber lined divider shelves, right side 18W compt 6 hooks (3-0-3) painted black installed CS front Flatbed

Complete LED FMVSS lighting package

4-corner strobes, amber LED

6-way trailer receptacle, PIN Type

Electric Trailer Brake Controller

One Emergency Stop located at ground level installed at the rear of the vehicle

No upper boom out of stow indicator

No lower boom out of stow indicator

Warranty: One (1) year parts

One (1) year Labor

Ninety (90) days travel and limited lifetime structural



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

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

NOTICE OF HEARING TO CONSIDER VACATION OF ALL RIGHTS-OF-WAY
LOCATED WITHIN LOT 1 OF MAA-ACDC SUBDIVISION; INCLUDING ALBATROSS
DRIVE, BOBOLINK DRIVE, CARDINAL DRIVE EAST, FLAMINGO DRIVE,
GOLDFINCH DRIVE, HERON DRIVE, AND JAY DRIVE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision; including Albatross Drive, Bobolink Drive, Cardinal Drive East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive.

The adoption of such resolution will be considered by the Mobile City Council on the 18th day of November 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY FEE AS
A CONDITION OF THE VACATION OF ALL RIGHTS-OF-WAY LOCATED
WITHIN LOT 1 OF MAA-ACDC SUBDIVISION; INCLUDING ALBATROSS
DRIVE, BOBOLINK DRIVE, CARDINAL DRIVE EAST, FLAMINGO DRIVE,
GOLDFINCH DRIVE, HERON DRIVE, AND JAY DRIVE

The City of Mobile has been requested by the Mobile Airport Authority to vacate all rights-of-way located within lot 1 of MAA-ACDC Subdivision; including Albatross Drive, Bobolink Drive, Cardinal Drive East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, November 18, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

RESOLUTION

Sponsored by: Councilmember C. J. Small, District 3

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of all rights-of-way located within Lot 1 of MAA-ACDC Subdivision, including Albatross Drive, Bobolink Drive, Cardinal Drive, East, Flamingo Drive, Goldfinch Drive, Heron Drive, and Jay Drive, as per Resolution **VACATION RESOLUTION #** is hereby set at \$27,068.24.

Adopted:

City Clerk

Doug Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

September 15, 2025

VIA HAND DELIVERY

Lisa C. Lambert
City of Mobile Clerk
Government Plaza
Mobile, Alabama

Re: Vacation . MAA-ACDC Subdivision

Dear Ms. Lambert:

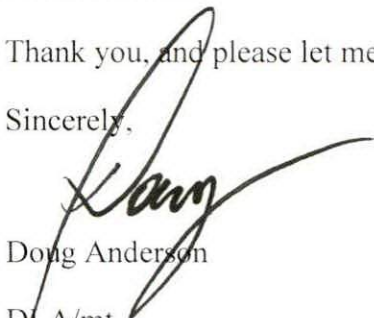
Please find enclosed the necessary documentation to vacate all of the right of ways located within Lot 1 of MAA-ACDC Subdivision, as shown on the attached site plan. These include Albatross Dr., Bobolink Dr., Cardinal Dr. E, Flamingo Dr., Goldfinch Dr., Heron Dr. and Jay Dr. The Mobile Airport Authority owns all of the property adjacent to Lot 1 that these roads service.

Due to the unique nature of this request, we do not know the square footage of the combined rights of way. Lot 1 consists of two tax parcels which total 40.35 acres. The assessed value for Key No. 12900246 is \$1,840,800.00 and the assessed value for parcel Key No. 975788 is \$589,800.00. Due to the former housing development located on this site being abandoned and demolished, and the property being repurposed for a warehouse to be used by Airbus, we request that the City Council waive any fees related to this vacation.

Also, it is our opinion that no traffic impact study should be required as ALDOT has approved the new access road servicing Lot 1 from Michigan Avenue. There will be no access directly to the I-10 Service Road.

Thank you, and please let me know if you need any additional information.

Sincerely,


Doug Anderson

DLA/mt
Enclosures

STATE OF ALABAMA)

COUNTY OF MOBILE)

**DECLARATION OF VACATION OF
RIGHT OF WAYS LOCATED IN
THE CITY OF MOBILE, ALABAMA**

WHEREAS, the undersigned, the **Mobile Airport Authority, an Alabama corporation**, is the sole the owner of all of the land abutting all right of ways within Lot 1, MAA-ACDC Subdivision located in the City of Mobile, Alabama and described as follows;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said party has requested the City of Mobile, Alabama to assent to the vacation and closing by it as the sole owner of said property located in Mobile, Alabama; and

WHEREAS, the vacation of said property will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated landowner requests that such property be closed and vacated; and

WHEREAS, said party as the sole landowner consents to this vacation; and

WHEREAS, the said property to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the sole owner of the lands, hereby declares said land to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said property is filed strictly in accordance with said statute and, having been so filed, said property hereinabove more particularly described on Exhibit A is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. Spire Gulf, Inc., Mobile Area Water & Sewer System, Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of

use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities.

3rd IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on this the day of September, 2025.

[Remainder of Page Intentionally Blank]

MOBILE AIRPORT AUTHORITY

An Alabama corporation

By: _____



G. ANDERSON WILSON
Executive Director

State of Alabama
County of Mobile

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **G. Anderson Wilson**, whose name as **Executive Director** of the **Mobile Airport Authority**, 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 3rd day of September, 2025.



NOTARY PUBLIC

My Commission Expires: _____

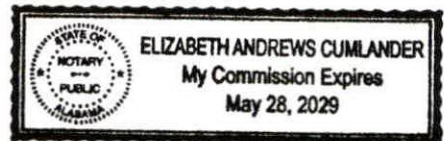
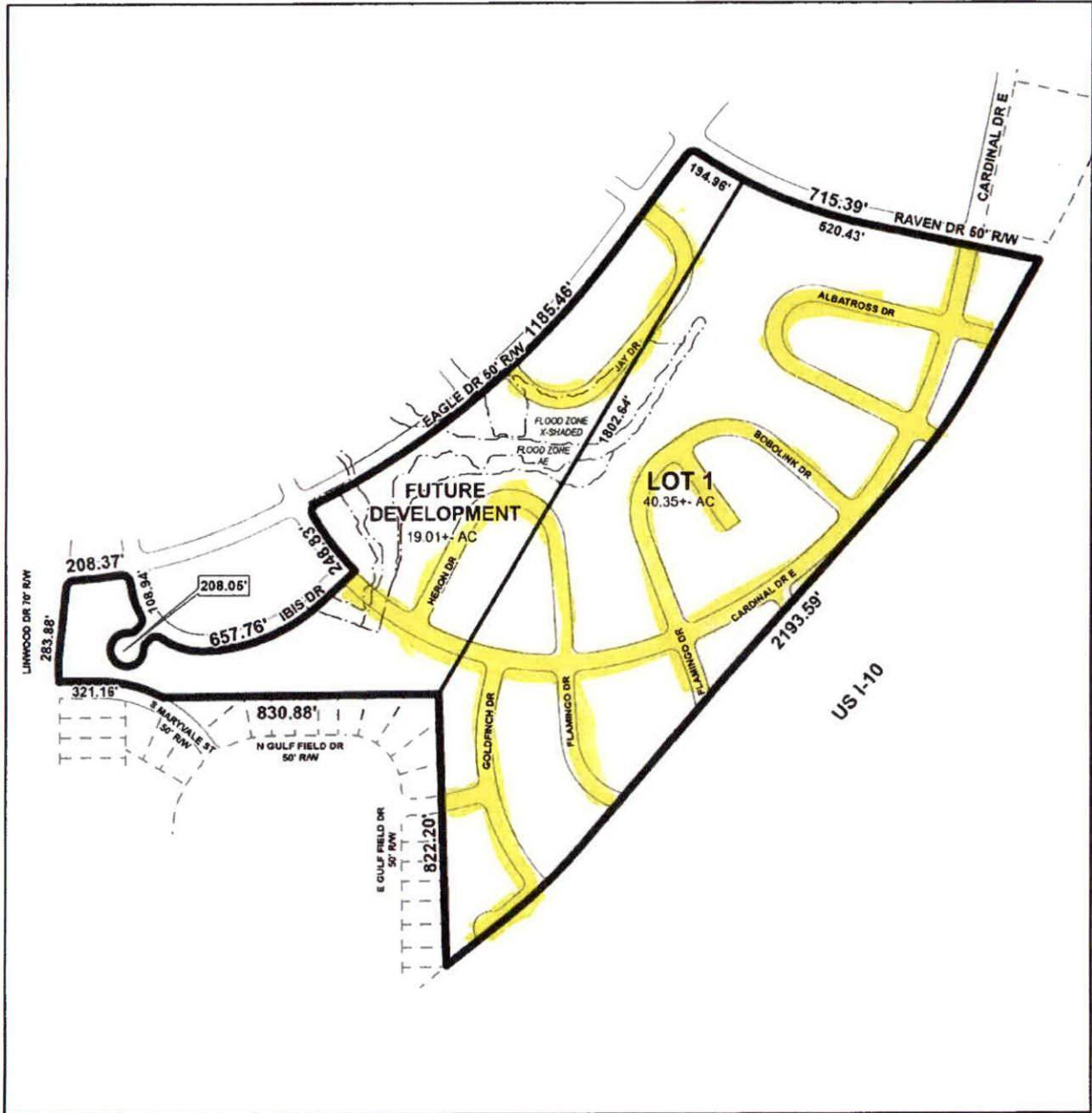


EXHIBIT A

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision



STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION TO THE MOBILE CITY COUNCIL FOR ITS
ASSENT TO THE VACATION OF A RIGHT OF WAYS
IN THE CITY OF MOBILE, ALABAMA**

Comes now the **Mobile Airport Authority**, an Alabama corporation, as the signer of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petitions the Mobile City Council to assent to the vacation and closing by such signer as the sole owner to the following described property situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioner submits herewith an executed copy of the Declaration of Vacation, and respectfully prays that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioner herein says and shows that said property herein described are a right of ways, that your Petitioner is the sole owner of the property abutting said right of ways, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

MOBILE AIRPORT AUTHORITY
An Alabama corporation

By: 

G. ANDERSON WILSON
Executive Director

State of Alabama
County of Mobile

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **G. Anderson Wilson**, whose name as **Executive Director** of the **Mobile Airport Authority**, 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 3rd day of September, 2025.



NOTARY PUBLIC
My Commission Expires: _____

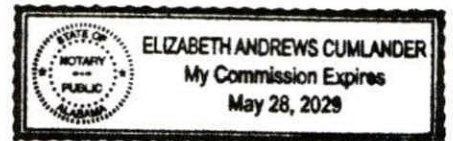
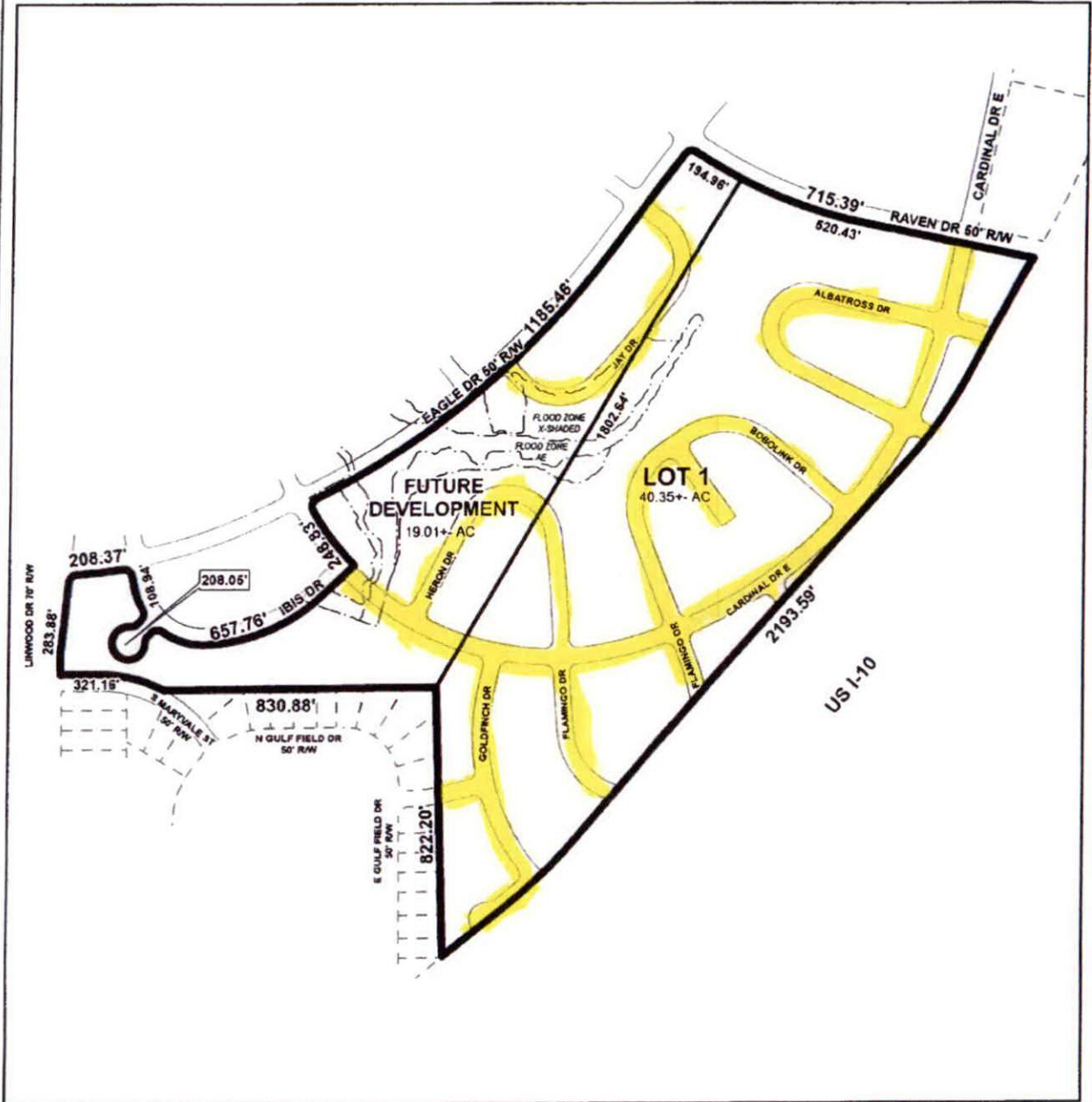


EXHIBIT A

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision

N

 NTS



July 29, 2025

Mr. Douglas L. Anderson
Burr & Forman, LLP
RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

RE: Request to vacate the following streets within the area formerly known as
Thomas James Housing Project; Mobile Housing Board:
Albatross, Bobolink, Cardinal E, Flamingo, Goldfinch,
Heron, & Jay Drives. Section 33, T4S-R1W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our facilities are within the limits of the area to be vacated above. Consequently, our agreement to vacate this area is contingent upon the Requestor retaining easements for MAWSS at least until a master plan of development can be provided. Please know that part of this area (Thomas James), not included in the request, is on the east side of Michigan Avenue (RV Taylor) and must remain in service until the master plan addresses this issue.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SERVICE

A handwritten signature in blue ink, appearing to read "D. B. Russell", is written over a light blue horizontal line.

Daryl B. Russell, P.E.
Director of Planning & Market Development

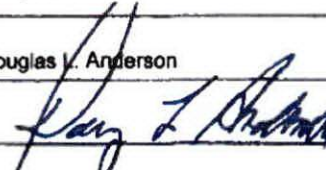
cc: A. Tyree



ROW VACATION REQUEST

Date of Request: July 21, 2025

Name of Requester: Douglas L. Anderson

Signature of Requester: 

Address of Requester: 11 North Water St., Ste. 22200, Mobile, AL 36602

P.O. Box 2287, Mobile, AL 36652-2287

Property to be Vacated: Please see attached letter and drawing

Reason for Vacation Request: Please see attached letter and drawing

NOTE: A review fee of \$75.00 (non-refundable), legal description, and property plat regarding the vacation must accompany this application.

OFFICE USE ONLY

To Mapping 07-24-2025 Received from Mapping _____

Letter Mailed _____

Approved _____ Approved, subject to conditions _____ Not approved _____



Date: 07/24/2025	Permit#: 2025 467
Account Number: 00-0000.000	

Connection Fees Invoice

Premise#: 0	
Premise Address:	
Lot #:	
Subdivision:	
	Premise Address 2:
	Type of Service:
	Size of Service:

Bill To:	BURR & FORMAN LLP	Telephone #:	000-0000
	420 N 20TH ST		
	BIRMINGHAM AL 35203	Paid By:	
Connection Fees:	\$	MAIN EXTENSION APPLICATION FEE	
	\$	PRINT COPIES	
	\$ 75.00	EASEMENT/ROW VACATE CHARGE	
	\$	RESIDENTIAL PLAN REVIEW FEE	
	\$	SUBDIVISION PLAN REVIEW FEE	
	\$	COMMERCIAL DEV PLAN REVIEW FEE	
	\$	RESUBMITTAL OF PLAN REVIEW FEE	
	\$	NON PREMISE - WASTEWATER REV APP	
	\$	RESIDENTIAL SUBD PLAN REVIEW FEE	
	\$		
	\$		
Total:	\$ 75.00		
Notes:			
ROW VACATE REQUEST FOR LOT 1 MULTIPLE STREETS ALBATROSSDR, BOBOLINK CARDINAL DR E, FLAMINGO DR, GOLDFINCH, HERON AND JAY DR			
		Route:	
		Seq:	
		Make:	

I hereby make application to Mobile Area Water & Sewer System for water and sewer capacity and connection to the premises indicated above and agree to pay in advance of installation the authority's charge for the requested water service connection for the property indicated above. I accept and agree to abide by the Rules and Regulations of the authority now or hereinafter in effect and agree to pay promptly all bills for water and services rendered thereto.

(Applicant's Signature)

(Authority Representative's Signature)



Douglas L. Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

Burr & Forman LLP
RSA Tower
11 North Water Street
Suite 22200
Mobile, Alabama 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

July 17, 2025

Daryl B. Russell, P.E.
Planning & Engineering Manager
Mobile Area Water & Sewer System
Post Office Box 180249
Mobile, Alabama 36618

Donnie Little
(Donnie.Little@comcast.com)
Comcast Cable
3248 Springhill Avenue
Mobile, Alabama 36607

Blake W. Jarrett
(BJARRETT@southernco.com)
Alabama Power Company
Post Office Box 2247
Mobile, Alabama 36652

Brad Sadler
(sc1153@att.com)
AT&T Alabama
2155 Old Shell Road
Mobile, Alabama 36607

Dorman Chapman
(Dorman.Chapman@spireenergy.com)
Right of Way Representative, Alabama
Spire
2951 Chestnut Street
Montgomery, Alabama 36107

Re: **Vacation of Numerous Streets**

Dear All:

I represent Airbus Americas, Inc. and the Mobile Airport Authority in their request to vacate streets located in the RV Taylor neighborhood. My clients desire to vacate all of the streets (as highlighted on the attached drawing) located within Lot 1 of the attached exhibit. Lot 1 was created via a subdivision approved by the Mobile Planning Commission on May 15 of this year.

Albatross Dr	Goldfinch Dr
Bobolink Dr	Heron Dr
Cardinal Dr E	Jay Dr
Flamingo Dr	

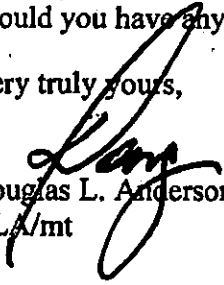
July 17, 2025
Page 2

The right of ways located in the remainder of the property owned by MAA are not subject to this vacation request.

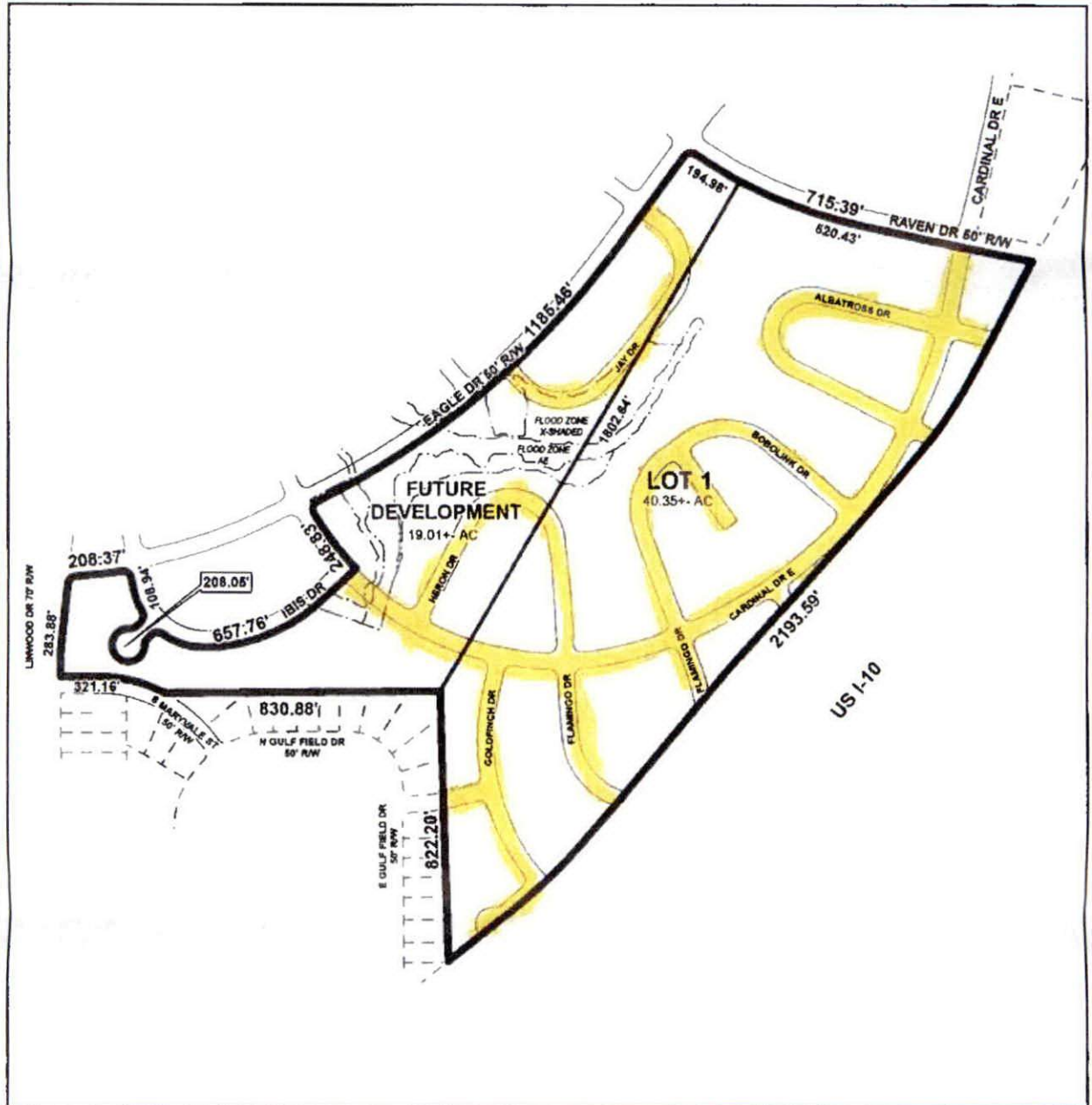
Upon your review of the enclosed documents, we ask that your company consent to the subject vacation. Of course, we will be glad to except from the vacation any rights you have to maintain utilities on the subject property.

Thank you in advance for your assistance in this matter, and please do not hesitate to contact me should you have any questions, or need any additional information.

Very truly yours,


Douglas L. Anderson
DLA/mt

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision





150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com

July 17, 2025

VIA ELECTRONIC MAIL

Attn: Douglas L. Anderson
Airbus Americas, Inc. c/o Burr & Forman LLP
11 North Water Street, Suite 22200
Mobile, AL 36602

Re: Vacation of roads in the RV Taylor neighborhood Lot 1- Albatross Drive, Bobolink Drive, Cardinal Drive E, Flamingo Drive, Goldfinch Drive, Heron Drive, Jay Drive

Mr. Anderson,

You have requested consent by Alabama Power Company to the vacation of roads in the RV Taylor neighborhood Lot 1 in Mobile, AL depicted in the Detail Site Plan attached and made a part hereto.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

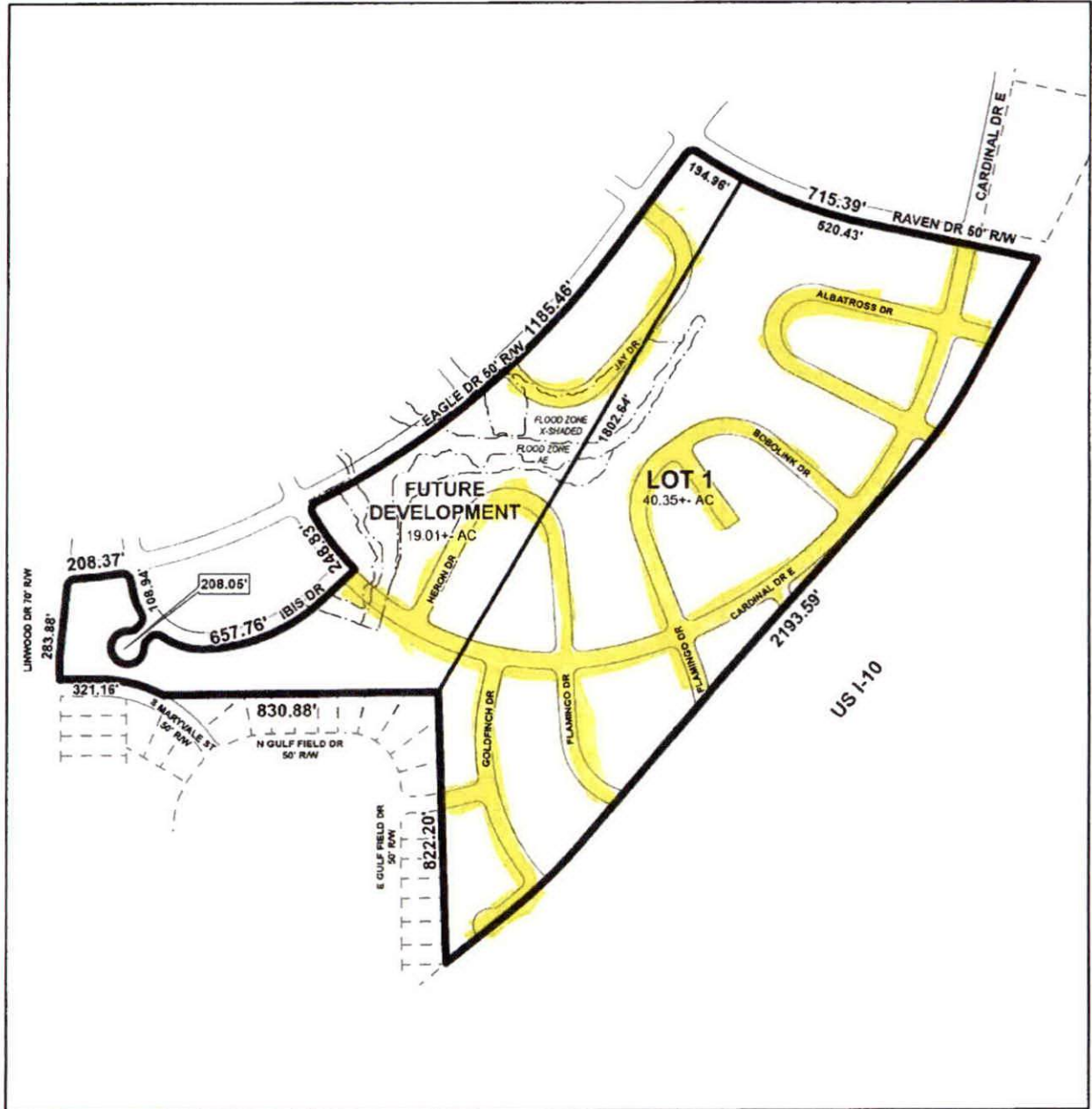
Please advise if further assistance is required.

Sincerely,

Blake Jarrett
Corporate Real Estate

Enclosure: Detail Site Plan

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025
 APPLICANT MAA-ACDC SUBDIVISION
 REQUEST Subdivision

N

 NTS

Gauthier, Lana

From: Anderson, Doug <danderson@burr.com>
Sent: Tuesday, September 30, 2025 2:51 PM
To: Gauthier, Lana
Subject: FW: Consent to Vacation of Right of Way

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.

Here is the email from AT&T consenting to the vacation. I think that is it.
Doug



Douglas L. Anderson
Partner

danderson@burr.com
251-345-8209 (direct)



11 North Water Street, Suite 22200
Mobile, Alabama 36602
PO Box 2287 | Mobile 36652

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: SADLER, BRADLEY C <bs6868@att.com>
Sent: Tuesday, September 30, 2025 12:41 PM
To: Anderson, Doug <danderson@burr.com>
Subject: RE: Consent to Vacation of Right of Way

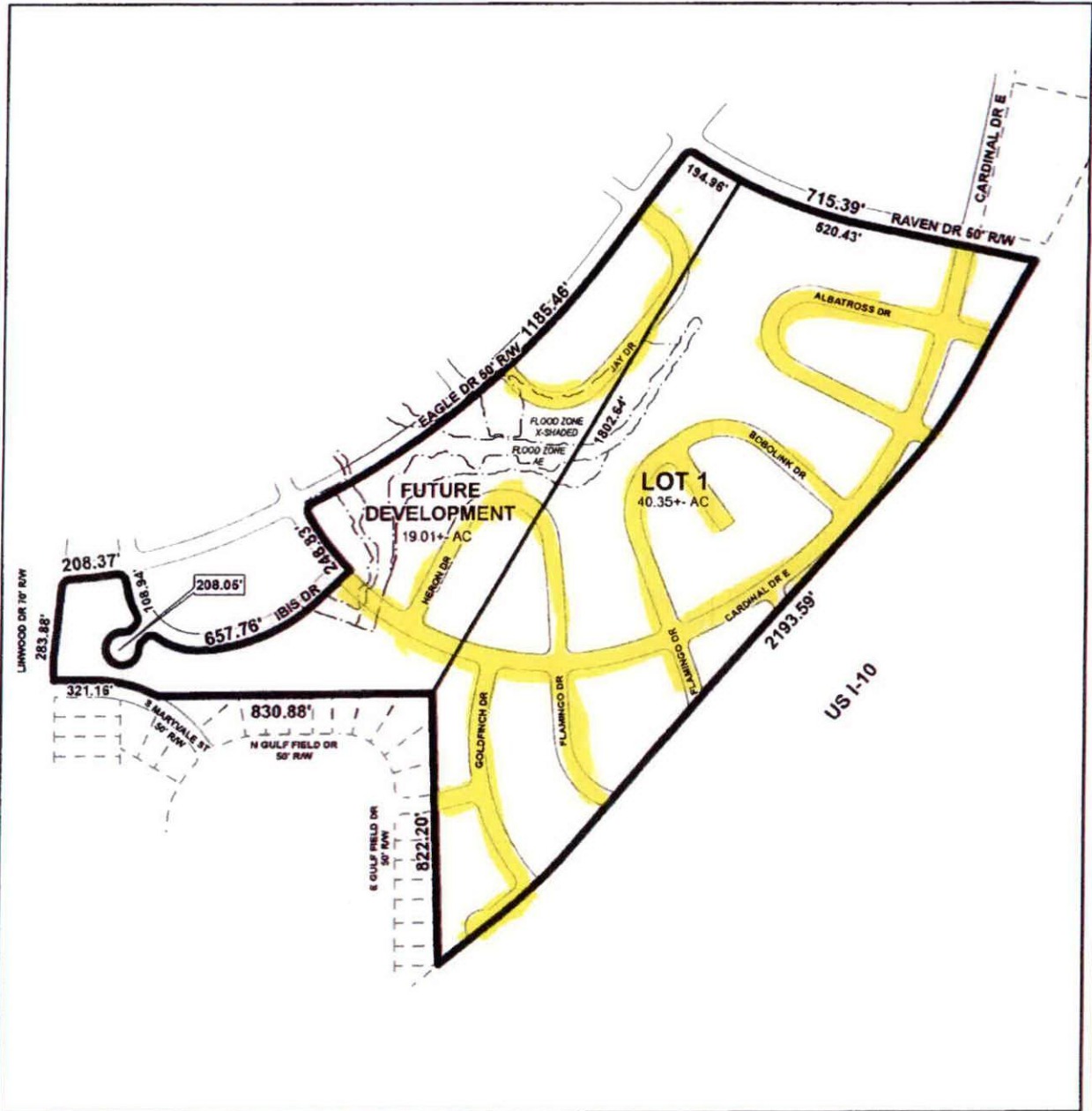
This is an EXTERNAL email! STOP, ASSESS, and VERIFY

Doug, AT&T now consents to the requested right of way vacation. Please let me know if you need any additional information. Thanks

Brad Sadler
MGR OSP PLNG & ENGRG DESIGN
Technology Operations, AL Outside Plant Engineering

AT&T – Bellsouth Telecommunications, LLC
2155 Old Shell Rd, Mobile, AL, 36607
o 251.406.0123 | brad.sadler@att.com

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025

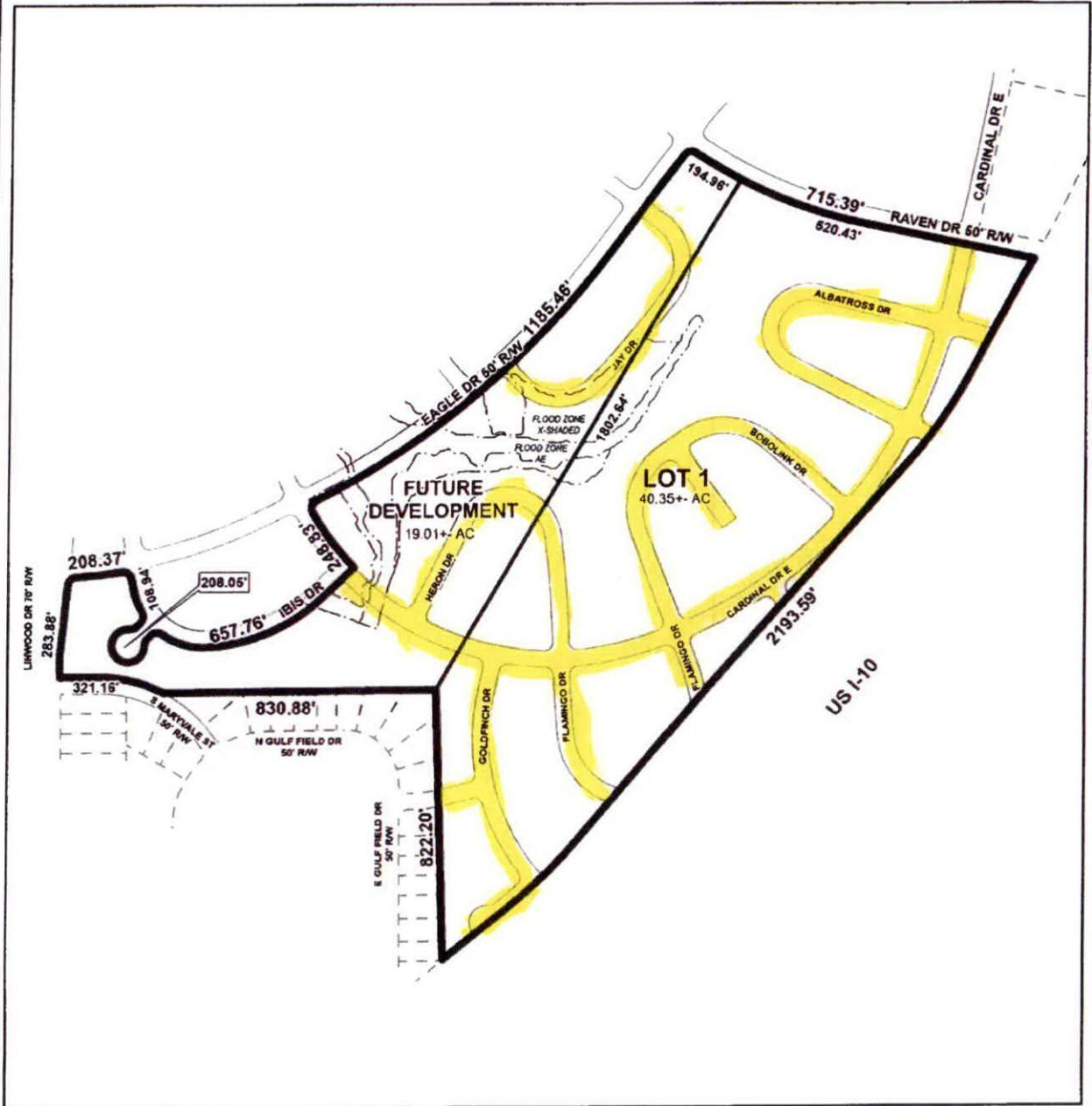
APPLICANT MAA-ACDC SUBDIVISION

REQUEST Subdivision



NTS

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE May 15, 2025

APPLICANT MAA-ACDC SUBDIVISION

REQUEST Subdivision



NTS



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 18, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_vacation fee_MAA ACDC Subdivision

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

RESOLUTION

Sponsored by: Councilmember C. J. Small, District 3

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of all rights-of-way within Lot 1 of MAA-ACDC Subdivision, as per Resolution **VACATION RESOLUTION #** is hereby set at \$\$1,072,172.99.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: November 18, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Morgan et al Resolution

REVIEWERS:

Trevor Luenser
Cherlina Monteiro
James Barber

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, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Morgan, et al, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

LeMoyne Properties, LLC

550 Saint Michael Street, Suite A
Mobile, AL 36602
(615) 351-6205

October 22, 2025

VIA HAND DELIVERY

Mrs. Lisa C. Lambert, City Clerk
City of Mobile
P.O. Box 1827
Mobile, AL 36633

CITY CLERK'S OFFICE

MOBILE, AL

WE, OCT 22, PM 1:24 RCVD

Re: Petition for Vacation of Public Alley at 6 South Franklin Street, Mobile, AL 36602

Dear Mrs. Lambert:

We, the undersigned, being all abutting property owners to the public alley located adjacent to 6 South Franklin Street, Mobile, Alabama 36602, respectfully petition the City of Mobile for the vacation of the public alley described below.

This petition is submitted pursuant to the provisions outlined in the *Procedure for Vacation by Abutting Property Owners of Public Rights-of-Way, Easements, Streets, and Alleys* and Mobile City Ordinance 57-032 (amending Section 57-17) of the Mobile City Code.

Please find enclosed the required documentation for the vacation of the public alley described herein. The packet includes the signatures of all abutting property owners, as well as a map showing surrounding parcels. The only adjoining parcel has a value as set forth below, with all data provided by the Mobile County Revenue Commissioner's Office:

Public Alley at 6 South Franklin Street

- Assessed Value of Land: \$8,640.00
- Size: Approximately 888+/- sq. ft.
- Value per Square Foot: \$9.73

The alley proposed for vacation contains approximately 888 square feet. In our opinion, the alley should be valued at \$1.00 per square foot due to its irregular shape and the fact that it is entirely unusable and unbuildable as a standalone parcel. Accordingly, we estimate its value to be \$888.00.

DESCRIPTION OF PUBLIC ALLEY TO BE VACATED

1. Legal Description of land abutting the alley:

COM NW COR CONTI & FRANKLIN STS TH NLY 80 FT(S) TO BEG TH CONT
NLY 27 FT(S) TH WLY 110 FT(S) TH SLY 27 FT(S) TH ELY 110 FT(S) TO POB
#SEC 40 T4S R1W #MP29 06 40 0 011

LeMoyne Properties, LLC

2. **Survey and Legal Description of the alley:**

A survey showing the area to be vacated, including its exact location, square footage, and adjoining tracts of land (attached).

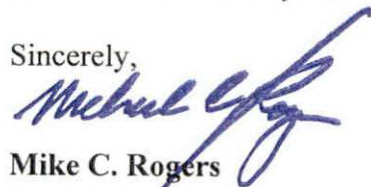
SUPPORTING DOCUMENTATION

The following items are submitted with this petition:

1. **Survey and Description of Public Alley:** Clearly shows the area to be vacated and all adjoining properties – *Exhibit A*
2. **Current Appraised Value:** Unimproved value as determined by the Mobile County Revenue Commissioner – *Exhibit B*
3. **Indemnity Agreement:** Protects the City of Mobile from claims, expenses, and liabilities arising from the vacation – *Exhibit C*
4. **Petition to Assent to Vacation by All Owners:** Formal notarized request affirming no access will be impeded, utilities retain rights, and that the vacation serves the public interest – *Exhibit D*
5. **Declaration of Vacation by All Owners:** Notarized confirmation of all adjacent owners' consent, retention of utility rights, and request for a City resolution – *Exhibit E*
6. **Joint Occupancy Agreement:** Outlines access rights, usage conditions, and dispute resolution protocol; to be recorded with the Mobile County Probate Office – *Exhibit F*
7. **Utility Easements:** Easements reserving all rights necessary for continued utility use in the vacated area – *Exhibit G*
8. **Statement Regarding Utilities:** Confirms there are no existing utilities in the subject area; therefore, no additional easements or rights-of-way are required
9. **Notification Labels:** Three (3) sets of adhesive labels containing the names and addresses of:
 - All abutting property owners
 - Utility providers with known infrastructure in the area
10. **Application Fee:** Check in the amount of \$100.00, payable to the City of Mobile

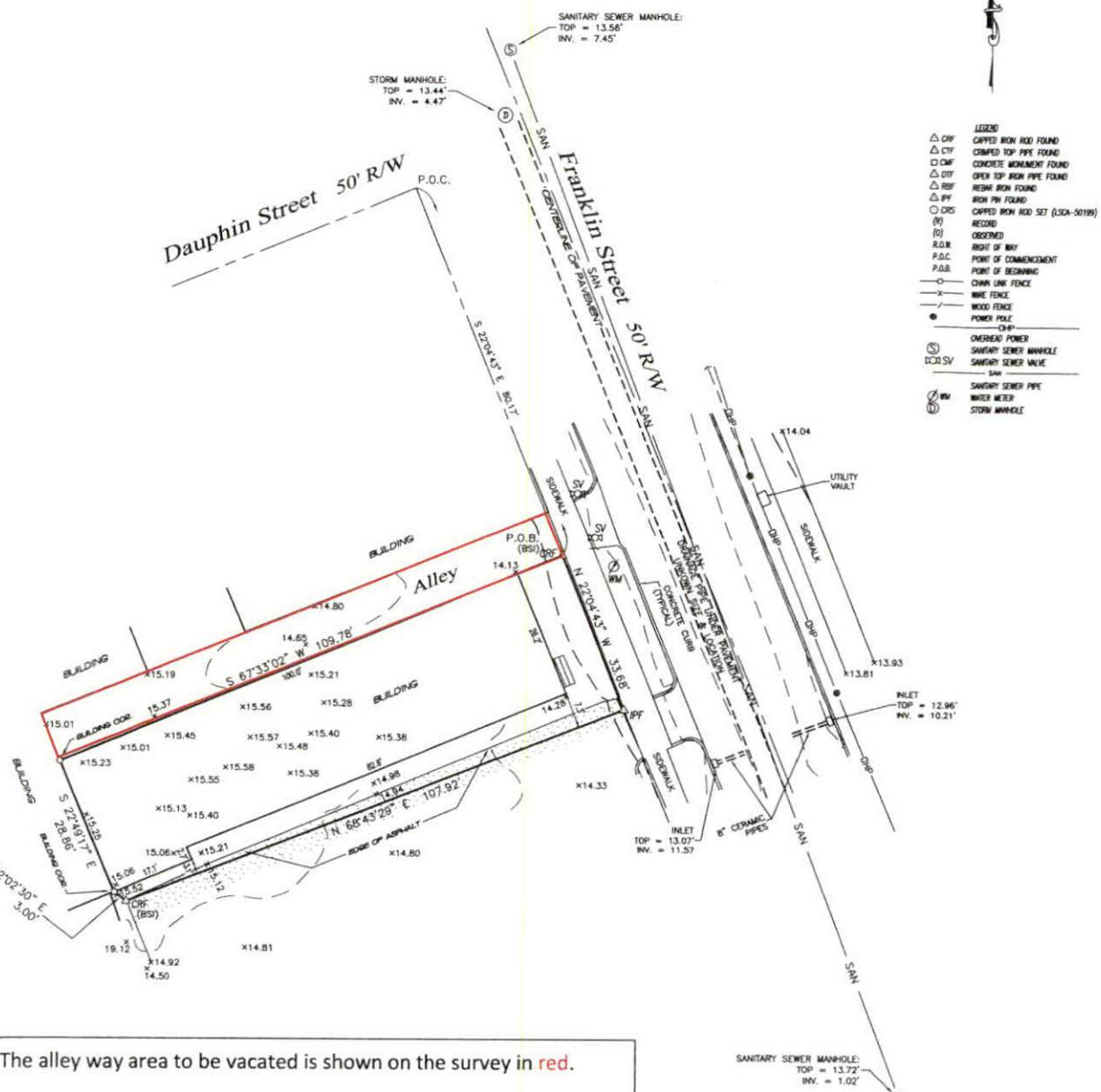
Please let us know if you have any questions or require additional information.

Sincerely,



Mike C. Rogers
Lead Petitioner

EXHIBIT A: Survey and Description of Public Alley



The alley way area to be vacated is shown on the survey in red.

The area to be vacated is ~ 888 total square feet.

STATE OF ALABAMA
COUNTY OF MOBILE

COMMENCING AT THE SOUTHWEST CORNER OF FRANKLIN STREET AND DAUPHIN STREET; THENCE SOUTH 22° 04' 43" EAST ALONG THE WEST LINE OF FRANKLIN STREET 80.17 FEET TO A POINT ON THE EASTWARD PROJECTION OF A BUILDING FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 67° 33' 02" WEST ALONG SAID PROJECTION AND ALONG THE NORTH FACE OF THE BUILDING AND ALONG THE SOUTH LINE OF AN ALLEY 109.78 FEET TO THE NORTHWEST CORNER OF SAID BUILDING; THENCE SOUTH 22° 49' 17" EAST 28.86 FEET TO THE SOUTHWEST CORNER OF SAID BUILDING; THENCE SOUTH 52° 02' 30" EAST 3.00 FEET; THENCE NORTH 68° 43' 29" EAST 107.92 FEET TO THE WEST LINE OF FRANKLIN STREET; THENCE NORTH 22° 04' 43" WEST ALONG SAID WEST LINE 33.68 FEET TO THE POINT OF BEGINNING.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

MATTHEW ROBERTS, ALABAMA LICENSE NO. 30355

PARTY CHECK AK		DRAWN BG		CHECKED SA		CLIENT ROGERS & WILLARD, INC.	
DATE 12/17/24		SCALE 1"=15'		TITLE BOUNDARY & TOPOGRAPHIC SURVEY 6 S. FRANKLIN STREET MOBILE, ALABAMA			
DRAWING NUMBER 24BS318		FIELD N/A					

NOTES:

1. TYPE OF SURVEY: BOUNDARY & TOPOGRAPHIC.
2. RECORD DRAWINGS BASED ON SURVEYOR'S BOUNDARY DEED RECORDED IN INSTRUMENT NO. 20500893 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.
3. THIS DRAWING AND DESCRIPTION DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE OR PROMINENT BY THE CLIENT'S CONVEYANCES, SETBACK LINES ESTABLISHED BY STATUTE, ORDINANCE OR RESTRICTIVE COVENANTS ARE NOT SHOWN.
4. THIS DRAWING IS THE PROPERTY OF SMITH, CLARK & ASSOCIATES OF MOBILE. IT IS SOLELY FOR THE USE OF THE CLIENT NAMED HEREIN AND IS NONTRANSFERABLE TO ANY OTHER PARTY. IT MAY NOT BE USED WITHOUT PRIOR CONSENT FROM SMITH, CLARK & ASSOCIATES OF MOBILE.
5. THIS DRAWING IS TO SCALE WHEN PRINTED ON US24 PAPER IN PORTRAIT VIEW WITH NO SCALING.
6. FIELD WORK COMPLETED ON DECEMBER 11, 2024.
7. BLOCK OF BEARING BEARINGS ESTABLISHED HEREON ARE REFERENCED TO THE ALABAMA WEST STATE PLANE COORDINATE SYSTEM AND ESTABLISHED BY REAL TIME KINEMATIC GPS OBSERVATIONS WHILE USING THE ALBERTA COAST NETWORK.
8. ELEVATIONS ESTABLISHED USING RTK GPS ON ALBERTA COAST NETWORK (NAD 83).
9. CONTOURS RUN AT 0.5' INTERVALS.



EXHIBIT B: Current appraised unimproved value, Alley at 6 South Franklin Street per
Mobile County Revenue Commissioner:

Mobile County Property Search

Key Number: 762197 For Year 2025

Property Details

Account

Key Number: 762197

Legal Description: COM NW COR CONTI & FRANKLIN STS TH NLY 80 FT(S) TO BEG TH CONT NLY 27 FT(S) TH WLY 110 FT(S) TH SLY 27 FT(S) TH ELY 110 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 011

Parcel Number: 2906400011093XXX

Type: Real

Property Class: 3

Location

Address: 6 S FRANKLIN ST MOBILE, AL 36602-2409

Owner

Name: LEMOYNE PROPERTIES LLC

Mailing Address: 550 SAINT MICHAEL ST STE A
MOBILE , AL 36602-2200

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$47,500
Land Value:	\$38,700
Appraised Value:	\$86,200
Taxable Value:	\$86,200
Assessed Value:	\$8,640

VALUES DISPLAYED ARE 2025 VALUES.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	DIST SCHOOL	15.500000	\$8,640	\$133.92
14	FOREST	0.000000	\$0	\$0.00
14	CITY	7.000000	\$8,640	\$60.48
14	COUNTY	20.500000	\$8,640	\$177.12
14	SCHOOL	14.000000	\$8,640	\$120.96
14	STATE	6.500000	\$8,640	\$56.16

Total Millage Rate: 63.500000

Property Improvement - Building

Type: 3 Living Area: 2,134.00 sqft Value: \$47,500

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
111	SINGLE FAMILY	E0	BRICK ON MASONRY	0	

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
52	COMMERCIAL	0.06	2,763.00	0.00	0.00	\$38,700	\$0

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2025	\$47,500	\$38,700	\$86,200	\$8,640
2024	\$46,600	\$29,800	\$76,400	\$15,280
2023	\$40,200	\$13,800	\$54,000	\$10,800
2022	\$39,100	\$13,800	\$52,900	\$10,580
2021	\$36,500	\$13,800	\$50,300	\$10,060
2020	\$36,500	\$8,300	\$44,800	\$8,960
2019	\$31,700	\$8,300	\$40,000	\$8,000

2018	\$31,700	\$8,300	\$40,000	\$8,000
2017	\$31,700	\$5,900	\$37,600	\$7,520
2016	\$31,600	\$5,900	\$37,500	\$7,500
2015	\$27,300	\$5,900	\$33,200	\$6,640
2014	\$27,400	\$5,900	\$33,300	\$6,660
2013	\$27,400	\$5,900	\$33,300	\$6,660
2012	\$27,400	\$5,900	\$33,300	\$6,660
2011	\$27,400	\$5,900	\$33,300	\$6,660
2010	\$27,300	\$5,900	\$33,200	\$6,640
2009	\$28,100	\$5,900	\$34,000	\$6,800
2008	\$28,100	\$5,900	\$34,000	\$6,800

Property Deed History

Mobile County Revenue Commission is not allowed to provide deed documentation. Please [click here](https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn) (<https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn>) to visit Mobile County Probate for deed documentation.

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
5/1/2024	2	\$250,000	HISTORIC MOBILE LLC	LEMOYNE PROPERTIES LLC	Land & Bldg	2024026675
12/6/2023	7	\$250,000	HOFFMAN RONALD DECEASED ESTATE	HISTORIC MOBILE LLC	Land & Bldg	2023071834

Mobile County Revenue Commission

Mobile County Property Tax

about:blank

about:blank

Even Miller Design

Amazing! Jamaica

TO DO EVAN

NYC's most home...

Costa Rica

Pharmacological T...

EVAN MILLER CL...

Encyclopedia Bri...

Once Upon A Time...

Marlboro MMA: Di...

telnet.net

(1) Post | LinkedIn

ibhealthplans.com

EWI Website

1790 tax deduction

Round 2

EOS

AI Bank

Property Details

Number: 762187

Description: COM NW COR CONTI & FRANKLIN STS TH NLY 80 FT(S) TO BEG TH CONT NLY 27 FT(S) TH WLY 110 FT(S) TH SLY 27 FT(S) TH ELY 110 FT(S) TO POB #SEC 40 T4S R1W #MP29 D6 40 D 011

Parcel Number: 2906400011093000

Real

Property Class: 3

Address: 6 S FRANKLIN ST MOBILE, AL 36602-2408

Owner: LEMOYNE PROPERTIES LLC

Legal Address: 550 SAINT MICHAEL ST STE A MOBILE, AL 36602-2200

Notes: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:

Land Value:

Appraised Value:

Taxable Value:

Assessed Value:

VALUES DISPLAYED ARE 2016 VALUES!

Property record and appraisal information are for ACORNSTAT use only and should not be used for any legal purpose of conveyance. Please contact Mobile County Revenue Commission to verify information for accuracy.

Property Taxing Jurisdiction

Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
DIST SCHOOL	15.500000	\$8,640	\$
FOREST	0.000000	\$0	\$
CITY	7.000000	\$8,640	\$
COUNTY	20.500000	\$8,640	\$
SCHOOL	14.000000	\$8,640	\$
STATE	6.500000	\$8,640	\$

Millage Rate: 63.500000



EXHIBIT C:
Indemnity Agreement with City of Mobile

Indemnity Agreement

This Indemnity Agreement (the "Agreement") is entered into as of 8/4/2025, by and between LeMoyne Properties, LLC., an Alabama corporation (the "Petitioner"), and the City of Mobile, Alabama (the "City").

WHEREAS, the Petitioner has submitted a petition (the "Petition") to the City Clerk of Mobile, Alabama, requesting the vacation of certain public rights-of-way, easements, streets, or alleys (the "Vacated Area"), as described in the Petition; and

WHEREAS, the City requires an indemnity agreement to protect it, its officials, employees, and agents from potential claims, expenses, and liabilities arising from or related to the decision to vacate the Vacated Area;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Indemnity Obligations

The Petitioner agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, liabilities, costs, expenses, or attorney's fees (collectively, "Claims") arising out of or related to:

(a) The filing of the Petition; (b) The City's consideration, approval, or denial of the Petition; (c) Any legal challenge or litigation initiated by third parties relating to the decision to vacate the Vacated Area; and (d) The use, possession, or enjoyment of the Vacated Area by the Petitioner or any other party following its vacation.

2. Defense of Claims

(a) The Petitioner shall assume the defense of any Claim brought against the Indemnified Parties upon written notice from the City. (b) The City may, at its sole discretion, participate in the defense of any Claim at its own expense. However, such participation shall not limit the Petitioner's indemnity obligations under this Agreement. (c) The Petitioner shall not settle any Claim without the prior written consent of the City, which shall not be unreasonably withheld.

3. Limitations

(a) This indemnity does not apply to Claims arising from the gross negligence, willful misconduct, or intentional wrongdoing of the Indemnified Parties. (b) The Petitioner's

obligations under this Agreement shall survive the approval or denial of the Petition and the vacation of the Vacated Area.

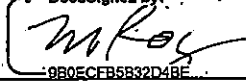
4. General Provisions

(a) **Entire Agreement:** This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements, whether written or oral. (b) **Amendments:** This Agreement may only be amended in writing and signed by both parties. (c) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. (d) **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. (e) **Assignment:** The Petitioner may not assign this Agreement without the prior written consent of the City.

5. Execution

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LeMoyne Properties, LLC

By: 
Name: Mike C. Rogers
Title: Owner

City of Mobile

By: _____
Name: Lisa C. Lambert
Title: City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION TO THE MOBILE CITY COUNCIL FOR ITS ASSENT TO THE
VACATION OF A PUBLIC ALLEY AT 6 SOUTH FRANKLIN STREET
IN THE CITY OF MOBILE, ALABAMA**

Comes now the undersigned, **LEMOYNE PROPERTIES, LLC**, an Alabama limited liability company, **CABANA ROYALE, LLC**, an Alabama limited liability company, and **CHEERFUL CREDIT, LLC**, an Alabama limited liability company, as the owners of all of the land abutting a public alley off of 6 South Franklin Street in the City of Mobile, Alabama and described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioners submit herewith an executed copy of the Declaration of Vacation, and respectfully pray that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioners herein say and show that said property herein described is an unused city alley, that the Petitioners are the owners of the property abutting said alley, that the vacation of this alley will not deny other property owners of any rights they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

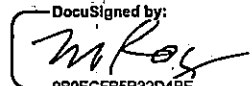
[Remainder of Page Intentionally Blank]

LEMOYNE PROPERTIES, LLC (abutting landowner to public alley on 6 South Franklin)

DocuSigned by:

Signature: _____
By: Mike Rogers
Its: Manager

CHEERFUL CREDIT, LLC (abutting landowner to public alley on 6 South Franklin)

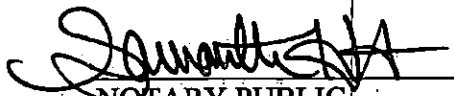
DocuSigned by:

Signature: _____
By: Mike Rogers
Its: Managing Member

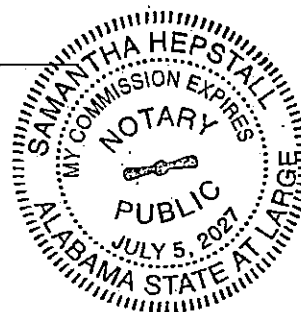
STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said county and state, hereby certify that
Mike Rogers, whose name as Manager
of LEMOYNE PROPERTIES, LLC, and as Managing Member of CHEERFUL CREDIT, LLC, is
signed to the foregoing instrument and who is known to me, acknowledged before me on this date
that, being informed of the contents of said instrument, he, as such officer and with full authority,
executed the same voluntarily on the date the instrument bears.

Given under my hand and seal this the 13th day of October, 2025,


NOTARY PUBLIC
My Commission Expires: 7/5/27



CABANA ROYALE, LLC (abutting landowner to public alley on 6 South Franklin)

Signature: Tom Townsend 10/1/25

By: Tom Townsend

Its: Co-Manager

Signature: Buzz Jordan 10/1/25

By: Buzz Jordan

Its: Co-Manager

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said county and state, hereby certify that TOM TOWNSEND and Buzz Jordan, whose names as Co-Managers of CABANA ROYALE, LLC are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily on the date the instrument bears.

Given under my hand and seal this the 1st day of October, 2025,

Makayla B. Goode
NOTARY PUBLIC

My Commission Expires: 6/26/2029

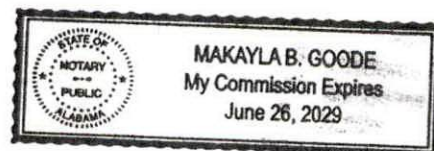


EXHIBIT A

COM NW COR CONTI & FRANKLIN STS TH NLY 80 FT(S) TO BEG TH CONT NLY 27
FT(S) TH WLY 110 FT(S) TH SLY 27 FT(S) TH ELY 110 FT(S) TO POB #SEC 40 T4S R1W
#MP29 06 40 0 011

STATE OF ALABAMA

COUNTY OF MOBILE

**DECLARATION OF VACATION OF PUBLIC ALLEY AT 6
SOUTH FRANKLIN STREET
IN THE CITY OF MOBILE, ALABAMA**

Comes now the undersigned, **LEMOYNE PROPERTIES, LLC**, an Alabama limited liability company; **CABANA ROYALE, LLC**, an Alabama limited liability company; and **CHEERFUL CREDIT, LLC**, an Alabama limited liability company, as the owners of all of the land abutting a public alley off of 6 South Franklin Street in the City of Mobile, Alabama, and described as follows:

See Exhibit A attached hereto and made a part hereof.

WHEREAS, said parties have requested the City of Mobile, Alabama to assent to the vacation and closing by it, as the abutting property owner, of the alley adjacent to 6 South Franklin Street in the City of Mobile, Alabama; and

WHEREAS, the vacation of the subject alley will not deny other property owners any right they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, the abutting landowners request that such alley adjacent to 6 South Franklin Street, which abuts their property, be vacated; and

WHEREAS, said parties, as the abutting landowners, consent to this vacation; and

WHEREAS, the alley to be vacated is located in the City of Mobile, State of Alabama;
and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the owners of the lands abutting said alleyway, hereby declare the alley adjacent to 6 South Franklin Street to be vacated under the authority of § 23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation is filed strictly in accordance with said statute and, having been so filed, the alley hereinabove more particularly described on Exhibit A is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and the resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, shall be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that the property may be reassessed in the name of the new owners.
2. Spire Gulf, Inc., Alabama Power Company, AT&T, Mobile Area Water & Sewer System (MAWSS), and Comcast Cable Communications, LLC, shall retain all rights and privileges necessary and convenient for the full enjoyment and use of their facilities within and adjacent to the area to be vacated. This includes the right of ingress and egress to and from said facilities, the right to cut and/or trim trees or limbs which, in their sole opinion, would interfere with said facilities, and the right to prohibit any use of the vacated land that would violate the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this the 22nd day of October, 2025.

[Remainder of Page Intentionally Blank]

LEMOYNE PROPERTIES, LLC

DocuSigned by:
(Abutting landowner to public alley on 6 South Franklin)

Signature: 9B0ECFB5B32D4BE...

By: Mike Rogers

Its: Manager

CHEERFUL CREDIT, LLC

DocuSigned by:
(Abutting landowner to public alley on 6 South Franklin)

Signature: 9B0ECFB5B32D4BE...

By: Mike Rogers

Its: Managing Member

STATE OF ALABAMA

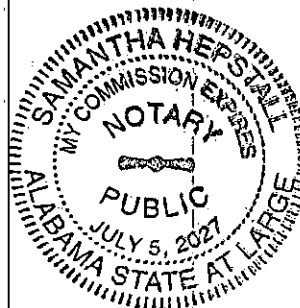
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said county and state, hereby certify that Mike Rogers, whose name as Manager of **LEMOYNE PROPERTIES, LLC**, as well as Managing Member of **CHEERFUL CREDIT, LLC**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the date the instrument bears.

Given under my hand and seal this the 13th day of October, 2025.

NOTARY PUBLIC

My Commission Expires: 7/5/27



CABANA ROYALE, LLC

(Abutting landowner to public alley on 6 South Franklin)

Signature: Tom Townsend 10/1/28

By: Tom Townsend

Its: Co-Manager

Signature: Buzz Jordan 10/1/28

By: Buzz Jordan

Its: Co-Manager

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said county and state, hereby certify that Tom Townsend and Buzz Jordan, whose names as Co-Managers of **CABANA ROYALE, LLC** are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily on the date the instrument bears.

Given under my hand and seal this the 1st day of October, 2025.

NOTARY PUBLIC Makayla B. Goode

My Commission Expires: 6/26/2029

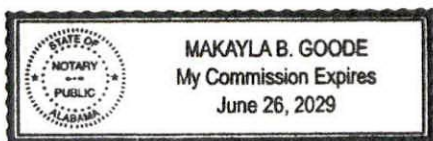


EXHIBIT A

COM NW COR CONTI & FRANKLIN STS TH NLY 80 FT(S) TO BEG TH CONT NLY 27
FT(S) TH WLY 110 FT(S) TH SLY 27 FT(S) TH ELY 110 FT(S) TO POB #SEC 40 T4S R1W
#MP29 06 40 0 011

JOINT OCCUPANCY AGREEMENT FOR VACATED ALLEY

This Agreement is executed as of 8/4/2025, by and between:

LeMoyne Properties, LLC, an Alabama limited liability company with offices at 550 St. Michael Street, Suite A, Mobile, AL 36602, that is the legal owner of 6 South Franklin Street, Mobile, AL 36602 ("LeMoyne"), **Cheerful Credit, LLC**, and **Cabana Royale, LLC** ("Owners"), the owners of the property abutting the alley ("Alley") at 6 South Franklin Street.

WHEREAS, the City of Mobile has formally granted the petition to vacate the alley situated between the properties of LeMoyne and the Owners; and

WHEREAS, pursuant to Alabama Code § 23-4-2(b), the vacation of said alley results in the reversion of ownership rights to the abutting landowners, subject to any pre-existing utility easements; and

WHEREAS, the parties recognize the necessity of a formalized agreement delineating the respective rights, obligations, and governance of the vacated alley to ensure its orderly and equitable use.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

1. PURPOSE AND SCOPE

This Agreement establishes the framework governing the joint ownership, access rights, and maintenance obligations of the vacated Alley, ensuring compliance with Alabama statutory provisions governing vacated public rights-of-way.

2. JOINT USE AND RIGHT OF ACCESS

Each party shall retain perpetual, uninterrupted, and non-exclusive access to the vacated Alley for ingress, egress, and lawful use. The Alley shall remain free from obstruction, encumbrance, or other hindrance by either party. The Alley may be utilized for vehicular and pedestrian passage, parking, loading and unloading, and other legally permissible activities in accordance with local zoning ordinances.

Trash cans, building materials, equipment and any other moveable items not a permanent fixture of the building are considered "obstructions". Electric meters and gangboxes are considered to be permanent fixtures and shall be attached to vertical walls of buildings abutting Alley.

No permanent structures, fencing, or restricted entry points shall be erected absent mutual written consent, such consent not to be unreasonably withheld. The Alley shall not be utilized for

hazardous material storage, unauthorized commercial enterprises, or any activities deemed to constitute a public nuisance.

2. (a) LOADING & PARKING

Any Party intending to utilize the Alley for parking or loading in excess of four (4) hours shall notify the other Party forty-eight (48) hours prior to beginning. The first party notifying the other shall have priority access.

2.(b) PATH OF EGRESS

A party having an event in building(s) abutting alley where Alley is utilized in a required Path of Egress to ROW (as described in the International Building Code currently adopted edition), must have Alley remain clear of any obstructions during the entire event. Said party shall have priority access to Alley for the entire event duration and shall notify other party a minimum of forty-eight (48) hours prior to event.

3. MAINTENANCE RESPONSIBILITIES

Both parties shall assume equal responsibility for maintaining the Alley in a clean, safe, and functional condition. Maintenance shall encompass debris removal, landscaping, resurfacing, and any necessary structural or surface repairs. Routine maintenance expenses shall be shared equally unless otherwise stipulated in writing.

Any emergency repair expenses arising from the actions or negligence of a single party shall be borne solely by that party. Any pre-existing utility easements shall remain valid and enforceable, and both parties acknowledge that utility providers retain their statutory rights to access, maintain, and modify their infrastructure as necessary.

4. PROPERTY TAXES

The parties agree that any property taxes assessed on the vacated alley pursuant to Alabama Code § 23-4-2(b) shall be allocated as follows:

4.1 Each party shall be responsible for the property taxes attributable to the portion of the vacated alley that vests in their ownership. The allocation of taxes shall be determined based on the proportional area of the alley that reverts to each party, as per the legal description in the title deed.

4.2 If the taxing authority does not provide a separate tax assessment for the vacated alley, the parties shall calculate the tax liability based on the assessed value of the alley as determined by an independent appraisal, the cost of which shall be shared equally.

4.3 Each party shall ensure timely payment of their respective tax obligations. Failure to pay property taxes on their portion of the vacated alley shall constitute a breach of this Agreement and may subject the defaulting party to legal or equitable remedies, including indemnification for any resulting penalties or costs incurred by the non-defaulting party.

5. LIABILITY AND INSURANCE

Each party shall hold harmless and indemnify the other from any legal claims, damages, or liabilities arising from their independent use of the alley. Both parties shall maintain sufficient liability insurance coverage proportionate to their respective usage and associated risks.

6. DISPUTE RESOLUTION

Any disputes arising from the interpretation or execution of this Agreement shall be subject to good faith negotiations between the parties. If unresolved within thirty days, the parties agree to engage in mediation as a precondition to initiating litigation. Should mediation fail, disputes shall be resolved through binding arbitration.

Arbitration shall be conducted in Mobile County, Alabama, and administered by an arbitrator mutually agreed upon by both parties. If an agreement on the arbitrator cannot be reached within fifteen days, either party may petition the Mobile County Circuit Court for appointment of an arbitrator. The arbitration shall follow the Commercial Arbitration Rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding on both parties. Each party shall bear its own costs, including attorney's fees, unless the arbitrator determines otherwise.

7. RECORDING AND LEGAL CONTINUITY

This Agreement shall be formally recorded with the Office of the Judge of Probate of Mobile County, Alabama, thereby ensuring public notice and enforceability against successors in interest. This Agreement shall be legally binding upon all future titleholders, heirs, and assigns, ensuring the continuity of rights and responsibilities governing the alley. Any proposed modifications to this Agreement shall require mutual written consent of both parties and must be recorded accordingly.

8. NOTICE

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed properly given if delivered in writing via (a) electronic mail (email), (b) text message (SMS), or (c) any other agreed-upon method in writing by the Parties, provided that such notice is directed to the contact information most recently provided by the receiving Party.

Unless otherwise specified in writing, notice shall be effective upon transmission, provided that no bounce-back or error notification is received. Each Party agrees to maintain up-to-date contact information and acknowledges that failure to do so shall not invalidate notice sent to the last known contact.

EXECUTION AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement as of the date first written above.

LEMOYNE PROPERTIES, LLC

By: Mike C. Rogers

Its: Managing Member

Docusigned by:

Signature:


8B0ECFB5B32D4BE...

Date: 8/4/2025

CABANA ROYALE, LLC

By: Tom Townsend

Its: Co-Manager

Signature:



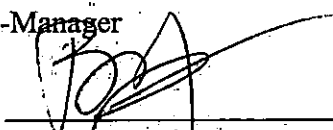
Date:

10/1/21

By: Buzz Jordan

Its: Co-Manager

Signature:



Date:

12/1/25

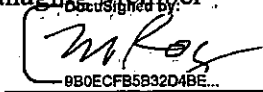
CHEEFUL CREDIT, LLC

By: Mike C. Rogers

Its: Managing Member

Docusigned by:

Signature:


8B0ECFB5B32D4BE...

Date: 8/4/2025

LeMoyne Properties, LLC

550 Saint Michael Street, Suite A
Mobile, AL 36602
(615) 351-6205

October 22, 2025

Exhibit 8 – Statement Regarding Utilities and Easement Confirmations

Statement

Pursuant to Section (i) of the *Procedure for Vacation by Abutting Property Owners of Public Rights-of-Way, Easements, Streets and Alleys* and City Ordinance 57-032-2022, the undersigned petitioner hereby certifies that all known public and private utility providers with facilities, easements, or rights-of-way in or adjacent to the subject alley have been contacted and have each provided written confirmation of their position regarding this proposed vacation.

Each responding utility has either:

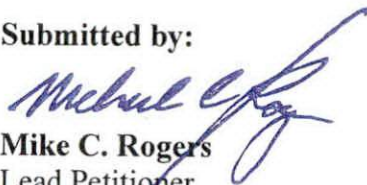
1. Confirmed that it has no active facilities within the alley and therefore has **no** objection to the proposed vacation; or
2. Confirmed that it holds existing easement rights that will remain in full force and effect following the vacation and that such easements provide adequate protection and access for any existing or future infrastructure.

Copies of all correspondence and signed acknowledgments from the following entities are attached hereto and incorporated by reference:

- Mobile Area Water & Sewer System (MAWSS)
- Alabama Power Company
- Spire Alabama Inc.
- AT&T Alabama
- Comcast Cable

Based on these confirmations, no public or private utility service will be impaired or interrupted as a result of the requested vacation, and no additional utility easements or rights-of-way are required to be established.

Submitted by:



Mike C. Rogers

Lead Petitioner

Cheerful Credit, LLC

550 St. Michael Street, Suite A

Mobile, AL 36602



AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

October 15, 2025

Mike Rogers, President
LeMoyne Properties, LLC
550 St Michael St, Suite A
Mobile, Alabama 36602

Dear Mr. Rogers,

This letter is written in response to your letter of February 24, 2025 wherein a request is made of AT&T for consent to the vacation of an alley off Franklin St, as described in the attached survey of October 23, 2023. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-406-0123

June 2, 2025

Attn: Mike Rogers, President
LeMoyné Properties, LLC
550 St. Michael Street, Suite A
Mobile, AL 36602



Re: Vacation of Alley way directly North of 6 South Franklin

Street, Mobile AL 36602

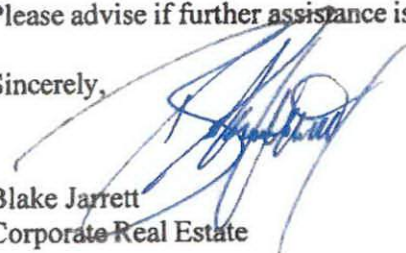
Dear Mr. Rogers,

Your counsel contacted me via email dated February 24, 2025 (enclosed) regarding the vacation of a portion of the alley way directly North of 6 South Franklin street in Mobile, Alabama as more particularly described in the attachment (enclosed) provided in said email.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,


Blake Jarrett
Corporate Real Estate

Enclosures: Email
Vacation petition



Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

May 29th, 2025

Mike Rogers
LeMoyne Properties, LLC
550 St Michael Street, Suite A
Mobile, AL 36602

Re: City of Mobile
NOTARIZED PETITION FOR VACATION OF PUBLIC RIGHT OF WAY

Vacation: Petition for Vacation of Public Alley at 6 North Franklin Street, Mobile AL 36602

Mike Rogers,

In response to Lisa Lambert, City Clerk letter dated May 29, 2025, relative to the above referenced Petition for Vacation of Public Alley at 6 North Franklin Street, Mobile AL 36602.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

A handwritten signature in blue ink, appearing to read "ASammet", positioned above a horizontal line.

Alex Sammet (May 29, 2025 14:05 CDT)

Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF:DRC
cc: City of Mobile

Engineering Approval: 
RJ

Systems Planning Approval: 
WM



July 1, 2025

Mike Rogers, President
LeMoyne Properties, LLC
550 St. Michael Street, Suite A
Mobile, AL 36602

Re: Vacation of Public Alley at 6 North Franklin Street, Mobile, AL 36602

Dear Mr. Rogers,

This letter is in response to your request for consent to vacate a public alley located adjacent to 6 North Franklin Street, Mobile AL 36602.

Comcast consents to the proposed vacation of alley request but does not revoke or waive its right to be in the public right of way or any existing utility easement within or adjacent to the property, now or at a future date. This letter of consent is issued under the condition that the right of way is kept in accordance with the permit granted to Comcast for the full enjoyment or use of its facilities within or adjacent to the said area to be vacated.

If you need additional information, please contact me at michael_edwards2@cable.comcast.com or (248) 794-4797.

Sincerely,

Michael Edwards

Michael Edwards
Director of Construction



June 3, 2025

Mr. Michael C. Rogers
550 St. Michael Street
Mobile, AL 36602

RE: Request to Vacate 10' Alleyway (Approx. 10' x 108')
Parallel and Adjacent to the North Property Line of #6 S. Franklin St.
Parcel #2906400011093.000 Section 23, T4S-R1W

Dear Mr. Rogers:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-of-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Sincerely,

MOBILE AREA WATER AND SEWER SYSTEM

A handwritten signature in blue ink, appearing to read "D. B. Russell".

Daryl B. Russell, P.E.
Planning & Marketing Director

cc: A. Tyree