AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, February 24, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Pastor Treyon Woolfolk, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **APPROVAL OF MINUTES**

   February 18, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **MONTHLY FINANCE REPORTS**

9. **ADOPTION OF THE AGENDA**

10. **APPEALS**

    Request of American Cancer Society, Inc. for a waiver of the Noise Ordinance at Canal

Street, between Broad & Washington Streets, on March 7, 2026, from 11:00 a.m. - 3:30 p.m. (District 2).

Request of Kacey Chappelear for a waiver of the Noise Ordinance at the corner of Government and Dearborn Streets on May 2, 2026, from 8:00 a.m. - 12:00 p.m. (District 2).

11. PUBLIC HEARINGS

Public hearing to consider the proposed Conditional Use Permit for property located at 1356 Government Street, 120 Espejo Street, and 1356, 1358, and 1360 Conti Street (District 2).

Public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 6151 Marina Drive South (District 3).

Public hearing to consider the application of Favor Residential Care for a Certificate of Public Convenience and Necessity to operate a shuttle service.

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Walter Moorer - H.O. Weaver & Sons Noise Ordinance violations in the Africatown community.

Ramsey Sprague - H.O. Weaver & Sons Noise Ordinance violations in the Africatown community.

Coach Marlon Winston - curbside addressses to help emergency responders locate homes faster.

Joshua Jones - provide knowledge of resources and potential solutions to violence.

Estella Trotter - proper vetting of potential appointees to the Mobile Housing Board.

Olivier Charles - thank MPD for their leadership during the recent on-campus threat at Bishop State.

13. ORDINANCES HELD OVER

64-008 Consider the modification of a previously approved Planned Unit Development for property located at 580 Providence Park Drive East (sponsored by

Councilmember Woods).

64-009 Consider rezoning property located at 7211 and 7221 Cottage Hill Road from R-1 to R-3 (sponsored by Councilmember Woods).

14. CIP RESOLUTIONS HELD OVER

08-176 Approve purchase order to Arcadis US, Inc. for intersection video detection systems; $744,014.08 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

15. RESOLUTIONS HELD OVER

01-158 Authorize Agreement with OVG Parking, LLC to operate and manage the Claiborne Street Garage (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout, REAM Dept. and Joseph Snowden, Admin. Services).

08-178 Approve purchase order to Empire Truck Sales, LLC for 2 dump trucks for Public Services Dept.; $398,370.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-182 Approve purchase orders to LCM Motorcars, LLC for Honda Accord, Chevrolet Traverse, and Jeep Grand Cherokee for MPD; $116,100.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-187 Approve purchase order to StageRight Corporation for staging for Mobile Arena; $389,400.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-188 Approve purchase order to Stivers Ford Lincoln, Inc. for 4 Ford Explorer SUVs for MFRD; $151,460.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-189 Approve purchase order to Stivers Ford Lincoln, Inc. for 6 Ford pickup trucks for MFRD; $273,624.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-190 Approve purchase order to Stivers Ford Lincoln, Inc. for 2 Ford pickup trucks for MFRD; $101,020.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-191 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford pickup truck for

MFRD; $55,949.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-196 Approve purchase order to Zamboni Company USA, Inc. for resurfacing machine for Mobile Arena; $323,435.86 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-197 Re-allocate funds from Capital Project Africatown Welcome Center to Capital Project Africatown Furniture & Fixtures; $100,000.00 (sponsored by Mayor Cheriogotis) (submitted Carleen Stout-Clark, REAM Dept.).

21-198 Authorize Contract with Alabama Poolworks, LLC for repairs and improvements for swimming pools at Joseph C. Dotch Community Center; $273,625.00 (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted Carleen Stout-Clark, REAM Dept.).

21-199 Authorize Contract with Alabama Poolworks, LLC for repairs and improvements to swimming pool at Hillsdale Park & Community Center; $283,875.00 (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted Carleen Stout-Clark, REAM Dept.).

21-200 Authorize Contract with Alabama Poolworks, LLC for repairs and improvements to swimming pools at John Kidd Park; $362,500.00 (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted Carleen Stout-Clark, REAM Dept.).

21-201 Authorize Contract with Clark, Greer, Latham & Associates, Inc. for resurfacing tennis court at Copeland-Cox Tennis Center; $81,000.00 (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted Carleen Stout-Clark, REAM Dept.).

21-202 Authorize Contract with Engineered Cooling Services, LLC for chiller service and maintenance at various City locations; $166,845.26 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

21-203 Authorize Contract with LeadsOnline, LLC for forensic equipment, software, and services; $431,853.28 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

25-204 Grant a permanent easement to Alabama Power to provide service to Mims Park (sponsored by Councilmember Reynolds and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM, and John Forrestor, Engineering Dept.).

60-205 Authorize Settlement Agreement and Release of Claims; Collier (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

16. ORDINANCES BEING INTRODUCED

64-010 Consider the proposed Conditional Use Permit for property located at 1356 Government Street, 120 Espejo Street, and 1356, 1358, and 1360 Conti Street (sponsored by Councilmember Ingram).

64-011 Consider the proposed modification of a previously approved Planned Unit Development for property located at 6151 Marina Drive South (sponsored by Councilmember Small).

17. CONSENT RESOLUTIONS BEING INTRODUCED

09-206 Transfer funds from District 6 Discretionary Account to Connie Hudson Senior Center to assist with the Stone Ridge HOA meeting (sponsored by Councilmember Woods) (submitted by Donna Bryars, Finance Dept.).

37-207 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Corner Market; 5831 Hwy 90 (sponsored by Councilmember Reynolds).

37-208 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Corner Market; 740 Schillinger Rd. (sponsored by Councilmember Gregory).

58-209 Authorize removal of weeds, Group 1675.

58-210 Assess costs for removal of weeds, Repeat Weed Lien Group 98.

60-211 Amend Resolution 60-1559, adopted December 30, 2025, to change the name for the Release of Claims to Nillette Riollano Velaquez (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

18. CIP RESOLUTIONS BEING INTRODUCED

08-212 Approve purchase order to Warner's Athletic Construction Co., LLC for artificial turf replacement system for Herndon-Sage Park; $1,120,000.00 (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-213 Transfer funds from Capital Improvement Fund Unallocated Projects to General Fund Account for the buildout of Mobile Sports Hall of Fame; $500,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Accounting Dept.).

19. RESOLUTIONS BEING INTRODUCED

08-214 Approve purchase order to Butler Complete Services, LLC for storm drainage vegetation and debris removal, Kent Road to Scenic Drive; $27,148.90 (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-215 Approve purchase orders to Daphne Automotive, LLC for Toyota 4-Runner and Toyota Camry for MPD; $77,057.79 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-216 Approve purchase order to Fotokite US, LLC for 2 drone systems with cases for Gulf Coast Technology Center; $98,006.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-217 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for Ford Expedition for Motor Pool; $58,898.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-218 Authorize contract with Alabama Poolworks, LLC for necessary repairs and improvements to the swimming pools at Figures Park & Community Center; $365,875.00 (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted Carleen Stout-Clark, REAM Dept.).

31-219 Amend Resolution 31-1001, adopted on July 29, 2025, to change the local match requirement to $1,267,980.00 (sponsored by Mayor Cheriogotis) (submitted by Curtis Graves, Public Safety Dept.).

37-220 Consider the application of Favor Residential Care for a Certificate of Public Convenience and Necessity to operate a shuttle service.

20. ANNOUNCEMENTS

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for a Proposed Conditional Use Permit
for Property Located at 1356 Government Street,
120 Espejo Street, and 1356, 1358, and 1360 Conti Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 20, 2026**, a public hearing will be held on the **24th** day of **February, 2026**, at 10:30 a.m., to consider adoption of an ordinance for a proposed Conditional Use Permit for property located at 1356 Government Street, 120 Espejo Street, 1356, 1358, and 1360 Conti Street to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on October 28, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space, located at 1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT STREET (100' RIGHT-OF-WAY) AND ESPEJO STREET (50' RIGHT-OF-WAY), A 5/8-INCH REBAR FOUND; THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 22 MINUTES 54 SECONDS WEST A DISTANCE OF 261.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET (50' RIGHT-OF-WAY); THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET A DISTANCE OF 226.5 FEET TO A POINT; THENCE RUN SOUTH 02 DEGREES 40 MINUTES 20 SECONDS EAST A DISTANCE OF 259.79 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET; THENCE RUN SOUTH 70 DEGREES 07 MINUTES 12 SECONDS WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 232.67 FEET TO THE POINT OF BEGINNING.

ALSO,

FROM THE SOUTHEAST INTERSECTION OF CONTI AND ESPEJO STREETS, RUN EASTWARDLY ALONG THE SOUTH LINE OF CONTI STREET 45 FEET TO A POINT; THENCE RUN SOUTHWARDLY AND PARALLEL WITH ESPEJO STREET 140 FEET, MORE OR LESS, TO THE NORTH LINE OF PROPERTY CONVEYED BY BERTHA WEBER AND HUSBAND TO EDWARD M. BARR AND JANICE W. BARR BY DEED DATED DECEMBER 31, 1953, AND RECORDED IN DEED BOOK 604, PAGE 180, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, WHICH POINT IS 120 FEET NORTHWARDLY FROM THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE NORTH LINE OF SAID BARR PROPERTY 45 FEET TO A POINT ON THE EAST LINE OF ESPEJO STREET, 120 FEET NORTH OF THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN NORTHWARDLY ALONG THE EAST LINE OF ESPEJO STREET 140 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO,

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT AND ESPEJO STREETS, THENCE RUNNING EASTWARDLY 45 FEET ALONG GOVERNMENT STREET TO A POINT; THENCE RUNNING NORTHWARDLY PARALLEL WITH ESPEJO STREET 120 FEET TO A POINT; THENCE RUNNING WESTWARDLY 43 FEET 9 INCHES TO THE EAST LINE OF ESPEJO STREET; THENCE SOUTHWARDLY 120 FEET TO THE POINT OF BEGINNING, BEING IN BLOCK 1083 OF THE CITY OF MOBILE, LOT 1, MOBILE COUNTY, ALABAMA.

ALSO,

LOT NUMBER 3 IN SQUARE 1 OF THE ETHERIDGE TRACT; SAID LOT HAVING A FRONT OF 52 FEET 6 INCHES ON THE NORTH SIDE OF CONTI STREET, WITH A DEPTH OF 110 FEET, WITH THE SAME WIDTH IN REAR AS IN FRONT; SAID SQUARE 1 IS BOUNDED ON THE NORTH BY BROWN STREET, EAST BY BRADFORD AVENUE (FORMERLY NEW STREET), SOUTH BY CONTI STREET, AND WEST BY ESPEJO STREET; ALL IN ACCORDANCE WITH THE MAP OF SAID SUBDIVISION, RECORDED IN MAP BOOK 1, PAGE 1, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO,

THAT CERTAIN LOT OF LAND ON THE NORTH SIDE OF CONTI STREET BETWEEN ESPEJO AND NEW STREETS, KNOWN AS LOT NUMBER FOUR IN SQUARE NUMBER ONE OF THE ETHERIDGE TRACT, HAVING A FRONT OF FIFTY-TWO AND SIX-TWELFTHS FEET ON CONTI STREET AND A DEPTH NORTHWARDLY OF ONE HUNDRED TEN FEET, BEING THE SAME PROPERTY ACQUIRED BY HARRIET AND MANUEL MINOR FROM W. S. LEWIS IN 1886 BY DEED RECORDED IN MOBILE IN DEED BOOK 52 N.S., PAGE 626.

ALSO,

LOT 5 IN SQUARE 1 OF THE ETHERIDGE TRACT, AS PER MAP THEREOF MADE BY D. M. N. ROSS, COUNTY SURVEYOR, DATED APRIL 15, 1878, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF CONTI STREET 227.5 FEET EAST OF THE NORTHEAST CORNER OF CONTI AND ESPEJO STREETS; THENCE RUN EAST ALONG THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN NORTH AND AT RIGHT ANGLES TO CONTI STREET A DISTANCE OF 110 FEET TO A POINT; THENCE RUN WEST AND PARALLEL WITH THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN SOUTH A DISTANCE OF 110 FEET TO THE NORTH LINE OF CONTI STREET AND THE POINT OF BEGINNING.

ALSO,

THAT CERTAIN PARCEL OF LAND LYING NORTH AND CONTIGUOUS TO LOTS 4 AND 5 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT, BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE RUNNING EAST ALONG THE SAID NORTH LINE OF LOTS 4 AND 5, 67 FEET, MORE OR LESS, TO A POINT; THENCE RUNNING NORTHEAST A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT BEING THE NORTHEAST CORNER OF LOT 25 OF THE ETHERIDGE TRACT; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 25 A DISTANCE OF 75 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY ALONG AN EXTENDED LINE BETWEEN LOTS 3 AND 4 A DISTANCE OF 40 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4 AND THE POINT OF BEGINNING. SAID PARCEL HEREIN DESCRIBED BEING THE EASTERLY-MOST PART OF LOT 25 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT.

ALSO,

BEGINNING AT AN IRON PIPE AT THE NORTHWEST CORNER OF CONTI AND ESPEJO STREETS; THENCE NORTHWARDLY ALONG THE WEST LINE OF ESPEJO STREET A DISTANCE OF 108 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 90 DEGREES 01 MINUTES 16 SECONDS, RUN WESTWARDLY A DISTANCE OF 125.8 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 88 DEGREES 57 MINUTES 54 SECONDS, RUN SOUTHWARDLY A DISTANCE OF 149.2 FEET TO AN IRON PIPE ON THE NORTH LINE OF CONTI STREET; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 72 DEGREES 32 MINUTES 50 SECONDS, RUN NORTHEASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 129.85 FEET TO THE POINT OF

BEGINNING, BEING THE SAME PROPERTY RECORDED IN REAL PROPERTY BOOK 1754, PAGE 279, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on December 18, 2025, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
a. Any applicable development standards; and
b. Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services; and
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of February, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 28th day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street.**

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to **allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space.** If approved, the Conditional Use Permit will **allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space,** subject to the following proposed conditions: 1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays; 2. Use limited to office and small group meetings; 3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback; 4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council; 5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and 6. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Conditional Use Permit application was filed **on October 28, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space,** located at **1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street** and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT STREET (100' RIGHT-OF-WAY) AND ESPEJO STREET (50' RIGHT-OF-WAY), A 5/8-INCH REBAR FOUND; THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 22 MINUTES 54 SECONDS WEST A DISTANCE OF 261.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET (50' RIGHT-OF-WAY); THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET A DISTANCE OF 226.5 FEET TO A POINT; THENCE RUN SOUTH 02 DEGREES 40 MINUTES 20 SECONDS EAST A DISTANCE OF 259.79 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET; THENCE RUN SOUTH 70 DEGREES 07 MINUTES 12 SECONDS WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 232.67 FEET TO THE POINT OF BEGINNING.

ALSO,

FROM THE SOUTHEAST INTERSECTION OF CONTI AND ESPEJO STREETS, RUN EASTWARDLY ALONG THE SOUTH LINE OF CONTI STREET 45 FEET TO A POINT; THENCE RUN SOUTHWARDLY AND PARALLEL WITH ESPEJO STREET 140 FEET, MORE OR LESS, TO THE NORTH LINE OF PROPERTY CONVEYED BY BERTHA WEBER AND HUSBAND TO EDWARD M. BARR AND JANICE W. BARR BY DEED DATED DECEMBER 31, 1953, AND RECORDED IN DEED BOOK 604, PAGE 180, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, WHICH POINT IS 120 FEET NORTHWARDLY FROM THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE NORTH LINE OF SAID BARR PROPERTY 45 FEET TO A POINT ON THE EAST LINE OF ESPEJO STREET, 120 FEET NORTH OF THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN NORTHWARDLY ALONG THE EAST

LINE OF ESPEJO STREET 140 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO,

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT AND ESPEJO STREETS, THENCE RUNNING EASTWARDLY 45 FEET ALONG GOVERNMENT STREET TO A POINT; THENCE RUNNING NORTHWARDLY PARALLEL WITH ESPEJO STREET 120 FEET TO A POINT; THENCE RUNNING WESTWARDLY 43 FEET 9 INCHES TO THE EAST LINE OF ESPEJO STREET; THENCE SOUTHWARDLY 120 FEET TO THE POINT OF BEGINNING, BEING IN BLOCK 1083 OF THE CITY OF MOBILE, LOT 1, MOBILE COUNTY, ALABAMA.

ALSO,

LOT NUMBER 3 IN SQUARE 1 OF THE ETHERIDGE TRACT; SAID LOT HAVING A FRONT OF 52 FEET 6 INCHES ON THE NORTH SIDE OF CONTI STREET, WITH A DEPTH OF 110 FEET, WITH THE SAME WIDTH IN REAR AS IN FRONT; SAID SQUARE 1 IS BOUNDED ON THE NORTH BY BROWN STREET, EAST BY BRADFORD AVENUE (FORMERLY NEW STREET), SOUTH BY CONTI STREET, AND WEST BY ESPEJO STREET; ALL IN ACCORDANCE WITH THE MAP OF SAID SUBDIVISION, RECORDED IN MAP BOOK 1, PAGE 1, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO,

THAT CERTAIN LOT OF LAND ON THE NORTH SIDE OF CONTI STREET BETWEEN ESPEJO AND NEW STREETS, KNOWN AS LOT NUMBER FOUR IN SQUARE NUMBER ONE OF THE ETHERIDGE TRACT, HAVING A FRONT OF FIFTY-TWO AND SIX-TWELFTHS FEET ON CONTI STREET AND A DEPTH NORTHWARDLY OF ONE HUNDRED TEN FEET, BEING THE SAME PROPERTY ACQUIRED BY HARRIET AND MANUEL MINOR FROM W. S. LEWIS IN 1886 BY DEED RECORDED IN MOBILE IN DEED BOOK 52 N.S., PAGE 626.

ALSO,

LOT 5 IN SQUARE 1 OF THE ETHERIDGE TRACT, AS PER MAP THEREOF MADE BY D. M. N. ROSS, COUNTY SURVEYOR, DATED APRIL 15, 1878, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF CONTI STREET 227.5 FEET EAST OF THE NORTHEAST CORNER OF CONTI AND ESPEJO STREETS; THENCE RUN EAST ALONG THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN

NORTH AND AT RIGHT ANGLES TO CONTI STREET A DISTANCE OF 110 FEET TO A POINT; THENCE RUN WEST AND PARALLEL WITH THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN SOUTH A DISTANCE OF 110 FEET TO THE NORTH LINE OF CONTI STREET AND THE POINT OF BEGINNING.

ALSO,

THAT CERTAIN PARCEL OF LAND LYING NORTH AND CONTIGUOUS TO LOTS 4 AND 5 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT, BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE RUNNING EAST ALONG THE SAID NORTH LINE OF LOTS 4 AND 5, 67 FEET, MORE OR LESS, TO A POINT; THENCE RUNNING NORTHEAST A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT BEING THE NORTHEAST CORNER OF LOT 25 OF THE ETHERIDGE TRACT; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 25 A DISTANCE OF 75 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY ALONG AN EXTENDED LINE BETWEEN LOTS 3 AND 4 A DISTANCE OF 40 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4 AND THE POINT OF BEGINNING. SAID PARCEL HEREIN DESCRIBED BEING THE EASTERLY-MOST PART OF LOT 25 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT.

ALSO,

BEGINNING AT AN IRON PIPE AT THE NORTHWEST CORNER OF CONTI AND ESPEJO STREETS; THENCE NORTHWARDLY ALONG THE WEST LINE OF ESPEJO STREET A DISTANCE OF 108 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 90 DEGREES 01 MINUTES 16 SECONDS, RUN WESTWARDLY A DISTANCE OF 125.8 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 88 DEGREES 57 MINUTES 54 SECONDS, RUN SOUTHWARDLY A DISTANCE OF 149.2 FEET TO AN IRON PIPE ON THE NORTH LINE OF CONTI STREET; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 72 DEGREES 32 MINUTES 50 SECONDS, RUN NORTHEASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 129.85 FEET TO THE POINT OF BEGINNING, BEING THE SAME PROPERTY RECORDED IN REAL PROPERTY BOOK 1754, PAGE 279, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a **public hearing** on the requested Conditional Use Permit on **December 18, 2025,** and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;

3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
   a. Any applicable development standards; and
   b. Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services; and
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;

5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Reverend Wayne Miller, Grace Lutheran Church
1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street
Council District 2
Samantha Ingram

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

January 14, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **December 18, 2025**, considered the request of **Reverend Wayne Miller, Grace Lutheran Church**, for a Conditional Use Permit approval **to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space,** for the property located at **1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street**.

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

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

REVISED LETTER OF DECISION

January 9, 2026

Grace Lutheran Church
Reverand Wayne Miller
1356 Government Street
Mobile, Alabama 36604

Re: 1356 Government Street & 120 Espejo Street
ZON-CUP-003506-2025
Reverend Wayne Miller, Grace Lutheran Church
District 2
Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space.

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

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

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit:

1. The request is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. The request is compatible with the character of the surrounding neighborhood;
3. The request will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. The request is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. The request is designed to minimize the impact on storm water facilities;
7. The request will be adequately served by water and sanitary sewer services; and

8. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

After discussion the Planning Commission voted to recommend approval of the Conditional Use Permit to the City Council, subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$766.08.** Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

French, Michelle

To:	erdmansurveying@gmail.com
Cc:	Anderson, Logan; Whistler, Caldwell CW
Subject:	Revised Letter of Decision for ZON-CUP-003506-2025 / 1356 Government St & 120 Espejo St, etc.
Attachments:	11 ZON-CUP-003506-2025 1356 Government St & 120 Espejo REVISED LOD.pdf

Good Morning Mr. Erdman,

Attached is the revised Letter of Decision from the December 18, 2025 Planning Commission meeting. Thank you for sending the updated legal descriptions for all the properties.

I am mailing a copy of the letter to Reverand Wayne Miller and it is posted on the website.

Michelle A. French
Secretary II
Planning & Zoning
michelle.french@cityofmobile.gov
(251) 208-7522

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City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

- ■ **Conditional Use Permits** — Checklist A
- ☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Planned Development** — Checklist C
- ☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Rev. Wayne Miller	
Firm:	Grace Lutheran Church	
Phone:	(251) 433-2749	
Email:	grace@gracelutheranmobile.com	
Address:	1356 Government St. Mobile, AL 36604	

	Owner	Design Professional	
Name:	Grace Lutheran Church		
Firm:	Grace Lutheran Church		
Phone:	(251) 433-2749		
Email:	grace@gracelutheranmobile.com		
Address:	1356 Government Street, Mobile, AL 36604		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

120 Espejo Street — Property Address

.34 Acre — Property Area (acres or square feet)

2910223001049.00 Key# 00904472 — Parcel Number(s) or Key Number(s)

Residential — Present Zoning or Transect District

Religious Facility — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature — Date

Wayne D. Miller — Applicant or Agent Signature (if applicable)

11-17-2025 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Wayne D. Miller — Applicant or Agent Signature

11-17-2025 — Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Debroah Milling (President of Congregation), give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Grace Lutheran Church, a corporation for the property located within the city limits of Mobile, Alabama at 1336 Government Street Mobile Al. 36604-2008.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Rev. Wayne Miller Designee (1)	Designee (2)
grace@graceluthernanmobile.com Email	Email
251-433-2749 Phone Number	Phone Number
Deborah Milling Signature of Company Owner PRESIDENT OF CONGREGATION GRACE LUTHERAN CHURCH	Date

Outlook

Grace Lutheran Church (ZON-CUP-003506-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Fri 10/10/2025 8:59 AM
To grace@gracelutheranmobile.com <grace@gracelutheranmobile.com>
Cc Walley, Samara <samara.walley@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

2 attachments (325 KB)
Property Owner List for GLC.pdf; PZOwnerandCorporateLetterofAuthorization-Fillable.pdf;

Good Morning,

We have completed our initial review of the above-referenced Conditional Use Permit (CUP) application. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Owner Authorization A:**
   The application was signed by *Mr. Wayne Miller*; however, we are unable to verify his affiliation with Grace Lutheran Church. Please provide one of the following to satisfy this requirement:
   - An authorization letter issued by Grace Lutheran Church explicitly authorizing Mr. Miller to act on its behalf; **or**
   - Documentation confirming that Mr. Miller is an officer or authorized agent of Grace Lutheran Church.

2. **Owner Authorization B:**
   The owners of 120 Espejo Street are listed as *Ryan and Christina Swindall.* Accordingly, we will need authorization from one of the property owners, either in the form of:
   - A notarized letter explicitly authorizing Mr. Miller or Grace Lutheran Church to act on their behalf; **or**
   - A completed owner authorization form (attached).

3. **Notification Labels:**
   Notification labels must be provided for **all property owners within 300 feet** of both subject properties. The submitted document includes 22 properties, but staff's preliminary review identified at least 54 qualifying properties (see attached property owner list). Please revise and resubmit the notification labels using a standard **Avery mailing label template**, ensuring all eligible property owners are included in accordance with the applicable requirements.

4. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the

Planning and Zoning Department **by 4:30 PM on Wednesday, November 5, 2025.**
Note: If the meeting has not yet occurred, please provide at minimum:

- The **date, time, and location** of the scheduled meeting; and
- A **list of all property owners** within 300 feet of both subject sites who will receive meeting notice.

5. **Site Plan Requirements:**
   Please submit a site plan that meets all applicable requirements of **Article 10 of the Unified Development Code (pages 6–7).**
   - Aerial photographs and hand-drawn plot plans are **not acceptable.**

6. **DWG File Submission:**
   Please have your surveyor submit the **DWG AutoCAD file** for the site plan directly to our GIS staff. For your convenience, Tori has been copied on this message.

7. **Legal Descriptions:**
   Complete **legal descriptions** of both subject properties (prepared by a licensed surveyor) are required to calculate City Council advertising fees. Following the Planning Commission's recommendation, these descriptions must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please note that the application will not be considered complete until all required materials have been received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, October 20, 2025,** the application will be considered *partially complete* and placed on the agenda for the **November 20, 2025, Planning Commission** meeting. Applications not meeting this deadline will be held over until all items are received.

Important:
If the required Neighborhood Meeting documentation is not received by **November 5, 2025,** the application will be held over. A new Neighborhood Meeting may be required if the documentation does not comply with submittal deadlines.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dloganander son@cityofmobile.org
(251) 208-5895

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Outlook

Reverend Wayne Miller, Grace Lutheran Church (ZON-CUP-003506-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 11/17/2025 12:27 PM
To Craig Erdman <erdmansurveying@gmail.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

1 attachment (405 KB)
Cover Sheet.pdf;

Mr. Erdman,

We have completed our review of the above-referenced Conditional Use Permit application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review**:

1. **Neighborhood Meeting Documentation:** Please fill out and sign the attached cover sheet/checklist. All other Neighborhood Meeting items are accounted for; we simply need this last sheet.

2. **Legal Description:** Will you please provide copies of the legal descriptions provided on the site plan in a Word Document? Following the Planning Commission's recommendation, these legal descriptions must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

3. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

If the application fees are paid **by noon on Wednesday, November 19, 2025**, the case will be scheduled for the **December 18, 2025, Planning Commission** agenda.

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

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

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895 office
(251) 208-7904 direct

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City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 11-17-2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

_____

_____

Neighborhood Meeting Date: 11-13-2025

Neighborhood Meeting Time: 5:00 PM - 6:00PM

Neighborhood Meeting Location: 1356 GOVERNMENT STREET MOBILE AL - 36604

The following documents are enclosed (place a checkmark where applicable):

- X Dated photograph(s) of the posted sign(s)
- X The verified address list of surrounding property owners to whom notification was provided
- X A copy of the notice advertising the Neighborhood Meeting
- X A sign-in sheet documenting meeting attendance
- X A written summary or minutes of the meeting
- X Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____ _____)

Applicant's Name: Wayne Miller
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X _____ Date: 11-17-2025

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Notice of Neighborhood Meeting
Date of Notice: October 22, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Grace Lutheran Church** will be submitting to the Mobile City Planning Commission:

Conditional Use Permit approval to allow use of the property located at **120 Espejo Street** as offices and meeting rooms for Grace Lutheran Church.

The Neighborhood Meeting will be held at the following time, date, and location:

Thursday, November 13, 2025

5:00 p.m.

At Grace Lutheran Church, 1356 Government Street, Mobile, AL 36604

You are receiving this notice because your property is located within 300 feet of 120 Espejo Street and/or 1356 Government Street, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

Rev. Wayne J. Miller, Pastor

Mrs. Deborah Milling, Congregational President

Grace Lutheran Church
1356 Government Street
Mobile, AL 36604
grace@gracelutheranmobile.com


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Conditional Use Permit
Applicant: Grace Lutheran Church
Phone#: 251-433-2749
Meeting Date: November 13, 2025
Meeting Time: 5:00 pm
Meeting Location: Grace Lutheran
1356 Government St. Mobile, AL 36604


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Conditional Use Permit
Applicant: Grace Lutheran Church
Phone#: 251-433-2749
Meeting Date: November 13, 2025
Meeting Time: 5:00 pm
Meeting Location: Grace Lutheran
1356 Government St. Mobile, AL 36604

NAME	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STAT	MAIL_ZIP
ACLM LLC	PO BOX 6752		MOBILE	AL	36660
ALLEN ROBERT SPENCER JR	79 S LAFAYETTE ST		MOBILE	AL	36604
ANTHONY D DARRELL & DEBORAH G	1212 GOVERNMENT ST		MOBILE	AL	36604
ARNOLD KARRIE & DEVEN ARNOLD	108 BRADFORD AVE		MOBILE	AL	36604
BISHOP MURPHY D II	1410 GOVERNMENT ST		MOBILE	AL	36604
BLACKWELL CARTLEDGE WEEDEN III	107 BREADFORD AVE		MOBILE	AL	36604
BLACKWELL CLARENCE VERNON JR	1408 CONTI ST		MOBILE	AL	36604
BROGAUX PROPERTIES LLC	2424 RIDGE RD	C/O KE ANDREWS	ROCKWALL	TX	75087
CHURCH HILL LLC	504 HIGHLAND WOODS DR W		MOBILE	AL	36608
COSTA LISA HYLTON	117 PARKER ST		MOBILE	AL	36604
DEES LAUREN LEIGH	118 PARKER ST		MOBILE	AL	36604
DEMOUY MARTIN JR	107 ESPEJO ST		MOBILE	AL	36604
DEMPSEY SONDRA	261 N JACKSON ST		MOBILE	AL	36603
FIRST LIGHT COMMUNITY OF MOBILE, INC	151 S ANN ST		MOBILE	AL	36604
GACA COMMERCIAL HOLDINGS ALABAMA LLC	1990 LAKESIDE PKWY STE 300		TUCKER	GA	30084
GOVERNMENT HOUSE APARTMENTS LLC LL INTERESTS MOBILE 01 LLC	250 CONGRESS ST		MOBILE	AL	36603
GRACE EVANGELICAL LUTHERAN	1356 GOVERNMENT ST		MOBILE	AL	36604
GUGGENBILLER KARL A & CONNIE C GUGGENBILLER	123 PARKER ST		MOBILE	AL	36604
HAMILTON MARTHA PILLANS C/O PALMER HAMILTON	11 N WATER STE 1200		MOBILE	AL	36602
HUA HANH PHUC & RODMESIA CLARKE	114 PARKER ST		MOBILE	AL	36604
HUNTER CLOVECE & VALERIA	108 PARKER ST		MOBILE	AL	36604
ISAAC NATALIE & DARRIN SCOTT ISAAC	114 ESPEJO ST		MOBILE	AL	36604
KCLS LLC	3207 MAGNOLIA ST STE 100		PASCAGOULA	MS	39567
KEGLEY KARLENE	73 LAFAYETTE ST S		MOBILE	AL	36604
LIVING WORD CHRISTIAN CENTER	1401 GOVERNMENT ST		MOBILE	AL	36604
MA FOODMART 1 LLC	1363 GOVERNMENT ST		MOBILE	AL	36604
MCCOY STEPHEN E C/O WALGREEN REAL ESTATE TAX DEPT	PO BOX 1159		DEERFIELD	IL	60015
MCDONALD COURTNEY GENE	75 LAFAYETTE ST S		MOBILE	AL	36604
MCDONALD HELEN DENISE	65 S LAFAYETTE ST		MOBILE	AL	36604
MCINTYRE LENNA LESTER & DAVID ERNEST MCINTYRE	116 ESPEJO ST		MOBILE	AL	36604
MEEKS JOSEPH THADDIS JR	5404 SPRING DRIVE		MOBILE	AL	36693
MINOR GEORGIA ANN	2053 OLD SHELL RD		MOBILE	AL	36607
MITCHELL SILVERSTEIN, INC	PO BOX 2947		MOBILE	AL	36652
MIXON KYLE & DEBORAH	71 S LAFAYETTE ST		MOBILE	AL	36604
MONTGOMERY SUZANNE E	18172 S SECTION ST APT 4702		FAIRHOPE	AL	36532
PADGETT JOAN LANIER & WILLIAM CLINTON PADGETT	107 PARKER ST		MOBILE	AL	36604
PATTON ANNE M	1363 DAUPHIN ST		MOBILE	AL	36604
PELLETIER DANIEL	106 BRADFORD AVE		MOBILE	AL	36604
QUINSEY SAUNDRA	PO BOX 91067		MOBILE	AL	36691
RBC CENTURA BANK C/O INVOKE TAX PARTNERS	PO BOX 850		AURORA	OH	44202
REAL PROPERTY HOLDINGS LLC	6158 LOUISE PL W		MOBILE	AL	36609
ROGERS DARI L	1362 CONTI ST		MOBILE	AL	36604
ROMERO LENNA L	116 ESPEJO ST		MOBILE	AL	36604
SERVOLD KARI PETERSON	116 N LAFAYETTE ST		MOBILE	AL	36604
SMITH JEANNE D	110 ESPEJO ST		MOBILE	AL	36604
SMITH JOSHUA & JENNIFER	108 ESPEJO ST		MOBILE	AL	36604
STICKLER MARY JANE	646 KITFOX AVE		FAIRHOPE	AL	36532
SWINDALL RYAN HALL & CHRISTINA LOUP SWINDALL	109 GEORGIA ST S		MOBILE	AL	36604
TRESTLE LLC	PO BOX 6845		MOBILE	AL	36660
WATERS LESLIE M	105 ESPEJO ST		MOBILE	AL	36604
WEAVER WILLIE MAE C/O CHRISTOPHER WEAVER	110 PARKER ST		MOBILE	AL	36604
WELDY JOSEPH ALAN	116 PARKER ST		MOBILE	AL	36604
WILSON JEREMY R	69 S LAFAYETTE ST		MOBILE	AL	36604
WILSON ROBERT A & PRUDENCE M WILSON 1/2 INT UNDIV & ELIZABETH T WILSON 1/2 INT UNDIV	3750 WINFORD RD		MOBILE	AL	36619

Public Meeting

Conditional Use Permit

For

120 Espejo Street



Date: November 13, 2025

Time: 5:00 pm

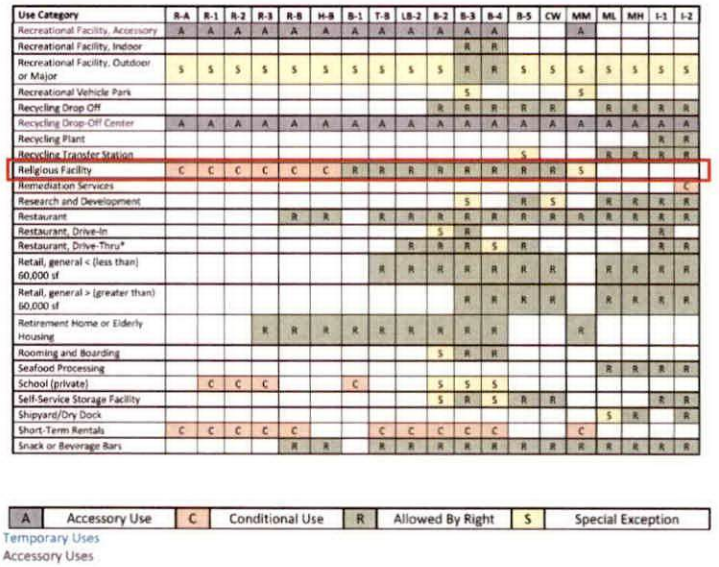
Location: Grace Lutheran Church

1356 Government Street

Mobile Alabama 36604

Purpose

Obtain a Conditional Use Permit for the house located at 120 Espejo street. Currently the property is zoned as R-1: Single Family Residential. The conditional use permit will allow the use of a Religious Facility at the property. The City of Mobile requires a conditional use permit issued for a religious facility within a R-1 zoned area.



Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Recreational Facility, Accessory	A	A	A	A	A	A	A	A	A	A	A	A			A				
Recreational Facility, Indoor											R	R							
Recreational Facility, Outdoor or Major	S	S	S	S	S	S	S	S	S	S	R	R	S	S	S	S	S	S	S
Recreational Vehicle Park											S				S				
Recycling Drop Off										R	R	R	R	R		R	R	R	R
Recycling Drop-Off Center	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Recycling Plant																		R	R
Recycling Transfer Station													S			R	R	R	R
Religious Facility	C	C	C	C	C	C	R	R	R	R	R	R	R	R	S				
Remediation Services																			C
Research and Development											S		R	S		R	R	R	R
Restaurant					R	R		R	R	R	R	R	R	R	R	R	R	R	R
Restaurant, Drive-In										S	R							R	
Restaurant, Drive-Thru*									R	R	R	S	R					R	R
Retail, general < (less than) 60,000 sf								R	R	R	R	R	R	R		R	R	R	R
Retail, general > (greater than) 60,000 sf											R	R	R	R		R	R	R	R
Retirement Home or Elderly Housing				R	R	R	R	R	R	R	R	R			R				
Rooming and Boarding										S	R	R							
Seafood Processing																R	R	R	R
School (private)		C	C	C			C			S	S	S							
Self-Service Storage Facility										S	R	S	R	R				R	R
Shipyard/Dry Dock																S	R		R
Short-Term Rentals	C	C	C	C	C			C	C	C	C	C			C				
Snack or Beverage Bars					R	R		R	R	R	R	R	R	R	R	R	R	R	R

A	Accessory Use	C	Conditional Use	R	Allowed By Right	S	Special Exception

Temporary Uses
Accessory Uses

Figure 1:Table 64-2-24.1 Use Table from the Mobile Unified Development Code.

Proposed Improvements

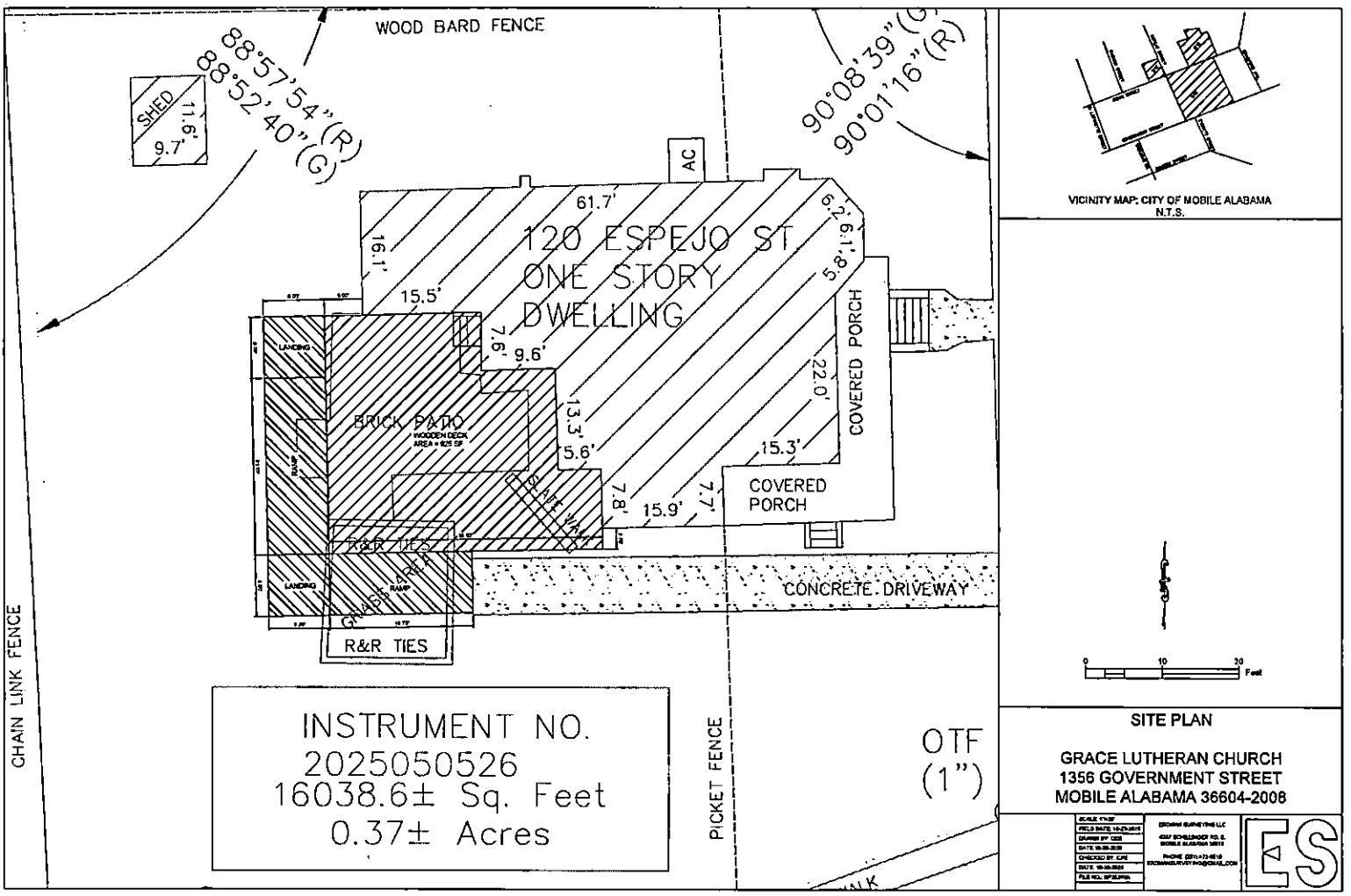
- **Deck /handicap ramp** – The deck is proposed to be a wooden deck with a handicap ramp to allow access to the building.
- **New Paint** – The house will be painted with the same color scheme as previously established.

Questions/Comments/Concerns

If you have additional questions, comments or concerns about the Conditional Use Permit after his meeting please reach out to:

Grace Lutheran Church
1356 Government Street
Mobile, AL 36604

Phone: 251-433-2749
Email: grace@gracelutheranmobile.com


WOOD BARD FENCE
88°57'54"(R)
88°52'40"(G)
90°08'39"(G)
90°01'16"(R)
SHED
11.6'
9.7'
AC
120 ESPEJO ST
ONE STORY
DWELLING
61.7'
16.1'
15.5'
6.2'
5.8'
7.6'
9.6'
13.3'
5.6'
22.0'
COVERED PORCH
15.3'
7.8'
15.9'
7.7'
COVERED
PORCH
BRICK PATIO
WOODEN DECK
AREA = 625 SF
LANDING
RAMP
R&R TIES
CONCRETE DRIVEWAY
CHAIN LINK FENCE
PICKET FENCE
INSTRUMENT NO.
2025050526
16038.6± Sq. Feet
0.37± Acres
OTF
(1")
VICINITY MAP: CITY OF MOBILE ALABAMA
N.T.S.
0
10
20
Feet
SITE PLAN
GRACE LUTHERAN CHURCH
1356 GOVERNMENT STREET
MOBILE ALABAMA 36604-2008

Neighborhood Meeting
120 Espejo Street
Mobile, AL 36604
City of Mobile
Conditional Use Permit
November 13, 2025

Neighborhood Meeting Minutes

The meeting was called to order on November 13, 2025 at 5:00 pm. The meeting was held at Grace Lutheran Church, located adjacent to the property requesting the Conditional Use Permit. Those in attendance can be seen on the sign-in sheet.

Specifically, the Applicant (President and Pastor of the Church), Surveyor, Engineer, and church Secretary were in attendance to address any questions or concerns about the Conditional Use Permit and the development of the property.

A handout was provided to those in attendance to help facilitate any questions and comments and provide an aid for discussion. Also, contact information was provided in the handout if additional questions/concerns arise after the Neighborhood Meeting.

No questions about the development were voiced by those in attendance. Those in attendance voiced approval of the development and provided positive feedback regarding the use of the property.

The meeting was held for one (1) hour and the meeting was closed at 6:00 pm.

Public Meeting Sign-In Sheet
November 13, 2025

120 Espejo Street
Mobile, AL 36604

Grace Lutheran Church
Mobile, AL

Name	Address	Phone (Optional)	Email (Optional)	Affiliation (Optional)
PHILLIP ERDMAN	4600 WHITNEY WOODS DR	251-243-6470	PHILLERDMAN@YAHOO.COM	ENGINEER - GRACE LUTHERAN
Craig Erdman	4337 Schillinger Rd S	251-422-6510		Surveyor
Jan Tanner	265 PARK AVE	251-232-9011	jantannerdisland@gmail	Member
MARTHA WEBB	350 S. GEORGIA AVE	27.423.7783	marthahwebb@aol.com	MEMBER
Ben Grigsby	118 Parker ST	2716541431		Member
LAUREN BRIGGSBY	118 PARKER ST	251-465-0115		NEIGHBOR
Wayne J. Miller				Pastor
Deborah Milling	1655 Ashmoor Dr. E	2516963624	dazlredz@gmail.com	President of Grace
Mary Erdman	4337 Schillinger Rd S.	251-591-2672	maryaerdman@gmail	

PROPERTY DESCRIPTION:

Resolution from Client

Parcel A

Beginning at a point on the North line of Government Street, and running thence Eastwardly along the North line of Government Street 232 feet 8 inches more or less, to the West line of property of Mamie H. Turner, thence Northwardly and parallel with Bradford Avenue, formerly New Street, and along the West line of said property of Turner, to a point on the South side of Conti Street, thence Westwardly along the South side of Conti Street 226 feet 6 inches more or less, to a point which is 45 feet Eastwardly from the Southeast corner of Conti and Espejo Streets, thence Southwardly and parallel with Espejo Street to the place of beginning, said property being bounded on the North by Conti Street, on the East by property of Mamie H. Turner, on the South by Government Street, and on the West by property belonging to the Estate of Joseph N. McAleer, and the Estate of Dennis Cashin.

Real Property book 925 Page 487

From the Southeast intersection of Conti and Espejo Streets, run Eastwardly along the South line of Conti Street 45 feet to a point; thence run Southwardly and parallel with Espejo Street 140 feet more or less, to the North line of property conveyed by Bertha Weber and husband to Edward M. Barr and Janice W. Barr by deed dated 31st December 1953 and recorded in Deed Book 604, Page 180 of the records in the Office of the Judge of Probate, Mobile County, Alabama, which point is 12o feet Northwardly from the North line of Government Street; thence run Westwardly along the North line of said Barr property 45 feet to a point on the East line of Espejo Street 120 feet North of the North line of Government Street; thence run Northwardly along the East line of Espejo Street 140 feet more or less, to the place of beginning.

Real Property Book 3688 Page 695

Commencing at the Northeast corner of Government and Espejo Streets, thence running Eastwardly 45 feet on Government Street to a point, thence running Northwardly parallel with Espejo Street 120 feet to a point; thence running Westwardly 43 feet 9 inches to the East line of Espejo Street; thence Southwardly 120 feet to the point of beginning, being in block 1083 of the City of Mobile, Lot 1, Mobile County, Alabama.

Real Property Book 3515 Page 041

Lot Number 3 in Square 1 of the Etheridge Tract; said lot having a front of 52 feet 6 inches on the North side of Conti Street, with a depth of 110 feet, with the same width in rear as in front; said Square 1 is bounded on the North by Brown Street; East by Bradford Avenue (formerly

New Street); South by Conti Street and West by Espejo Street; all in accordance with the map of said subdivision; recorded in Map Book 1, Page 1 of the Probate court Records of Mobile County, Alabama.

Real Property Book 2809 Page 648

That certain lot of land on the North side of Conti Street between Espejo and New Streets, known as lot number four in square number one of the Etheridge Tract, having a front of fifty-two and sic-twelfths feet on Conti Street and a depth Northwardly of one hundred and ten feet, being the same property acquired by Harriet and Manuel Minor from W. s. Lewis in 1886 by deed recorded in Mobile in Deed book 52 N.S. page 626.

Real Property Book 210 Page 699

Lot 5, in Square 1 of the Etheridge Tract as per map thereof made by D.M.N. ross, County Surveyor, dated April 15, 1878, said lot being more particularly described as follows: Beginning at a point on the North line of Conti Street 227.5' East of the Northeast corner of Conti and Espejo Streets and run thence East along the North line of Conti Street a distance of 52 feet 6 inches to a point; thence run North and at right angle to Conti Street a distance of 110 feet to a point; thence run West and parallel with the North line of Conti Street a distance of 52 feet 6 inches to a point; thence run South a distance of 110 feet to the North line of Conti Street and the point of beginning.

Parcel R022910223001039.001 Key# 01962353

That certain parcel of land lying North and contiguous to Lots 4 and 5 in Square No. 1 of the Etheridge Tract, beginning at the Northwest corner of said Lot 4, thence running East along the said Northline of Lots 4 & 5 67 feet more or less, to a point, thence running Northeast a distance of 10 feet more or less, to a point being the Northeast corner of Lot 25 of Etheridge Tract, thence running Westwardly along the North line of said lot 25 a distance of 75 feet more or less, to a point, thence run Southwardly along a extended line between Lots 3 & 4 a distance of 40 feet more or less to the Northwest corner of Lot 4 and the point of beginning. Said parcel herein described being the Easterly most part of Lot 25 in Square No. 1 of the Etheridge Tract.

Insturment Number 2025050526

Beginning at an iron pipe at the Northwest corner of Conti and Espejo Streets, thence Northwardly along the West line of Espejo Street, a distance of 108 feet to an iron pipe; thence with an interior angle to the right of 90 degrees 01 minutes 16 seconds, run Westwardly a distance of 125.8 feet to an iron pipe; thence with an interior angle to the right of 88 degrees 57 minutes 54 seconds, run Southwardly a distance of 149.2 feet to an iron pipe on the Northline of Conti Street; thence with an interior angle to the right of 72 degrees 32 minutes 50 seconds

run Northeastwardly along said North line a distance of 129.85 feet to the point of beginning, being the same property recorded in Real Property Book 1754, Page 279, Probate Court records of Mobile County, Alabama.

Conditional Use Permit Description and Justification

The 120 Espejo Street residential home (caddy corner to Grace Lutheran Church on the northwest corner of Conti and Espejo) under a conditional use permit will be used by Grace Lutheran Church for private offices for the pastor and administration. The house will also be used as a meeting space for small group bible studies and board meetings. The home is approximately 2000 square feet. The house will only have 2 employees (Pastor and Secretary) and might see 10-15 members weekly. The hours of operation will be Monday through Thursday, 10:00 am - 4:00 pm and Sundays from 9:00 am - 12:00 noon.

Grace Lutheran Church has adequate parking already established on their church property. No additional parking or driveway space will be needed. Traffic flow will not be affected. Grace Lutheran Church desires to retain and restore this historical home in the Old Dauphin Way historical district and will comply with all ADA and city requirements. Grace Lutheran Church is the first and oldest Lutheran Church in the State of Alabama. For 158 years, Grace has served the city of Mobile and her surrounding communities. This home will better help us serve the neighborhood in contributing to safety and security as well as being a positive presence for our neighbors.

Inst. # 2025050526 Pages: 1 of 2 I certify this instrument filed on: 8/19/2025 4:15 PM
Doc: D C. Mark Erwin, Judge of Probate Mobile County, AL Rec: $18.00 DeedTx: $24 MinTx $0.00
Clerk: BTOWLER ERecorded

ATC27967

STATE OF ALABAMA

COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **RYAN HALL SWINDALL** and **CHRISTINA LOUP SWINDALL,** husband and wife, the **GRANTORS,** for and in consideration of the sum of **TWO HUNDRED FORTY ONE THOUSAND AND 00/100 DOLLARS ($241,000.00)** and other good and valuable consideration hereby acknowledged to have been paid to the said **GRANTORS** by **GRACE LUTHERAN CHURCH,** the **GRANTEE,** do hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said **GRANTEE,** subject to the provisions hereinafter contained, all that real property in said County, State of Alabama described as follows, to-wit:

Beginning at an iron pipe at the Northwest corner of Conti and Espejo Streets, thence Northwardly along the West line of Espejo Street, a distance of 108 feet to an iron pipe; thence with an interior angle to the right of 90 degrees 01 minutes 16 seconds, run Westwardly a distance of 125.8 feet to an iron pipe; thence with an interior angle to the right of 88 degrees 57 minutes 54 seconds, run Southwardly a distance of 149.2 feet to an iron pipe on the North line of Conti Street; thence with an interior angle to the right of 72 degrees 32 minutes 50 seconds run Northeastwardly along said North line a distance of 129.85 feet to the point of beginning, being the same property recorded in Real Property Book 1754, Page 279, Probate Court records of Mobile County, Alabama.

Commonly known as: 120 Espejo Street, Mobile, AL 36604

THIS CONVEYANCE AND THE WARRANTIES HEREUNDER ARE SUBJECT TO THE FOLLOWING:

1. Any and all reservations, restrictions, easements, right of ways, covenants and/or encumbrances which may appear of record in the Probate Court Records.
2. Building setback lines, drainage and utility easements and restrictions as shown on the recorded plat of said subdivision.
3. Any portion of the subject property which may lie with in the right of way of Espejo Street.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; **TO HAVE AND TO HOLD** unto the said **GRANTEE,** and to the successors and assigns of said **GRANTEE,** in fee simple, **FOREVER.**

AND, except as to the above and taxes hereafter falling due, which are assumed by the **GRANTEE,** the **GRANTORS,** for **GRANTORS** and for the heirs and assigns of

GRANTORS, do hereby **COVENANT AND WARRANT** to and with the **GRANTEE**, and the successors and assigns of said **GRANTEE**, that **GRANTORS** are seized of an indefeasible estate in fee simple in and to said real property, and have a good and lawful right to sell and convey the same; that **GRANTORS** are in quiet and peaceable possession thereof; and that said real property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and **GRANTORS** do hereby **WARRANT AND WILL FOREVER DEFEND** the title to said real property, and the possession thereof, unto the said **GRANTEE**, and the successors and assigns of said **GRANTEE**, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, GRANTORS have set their hands and seals on this the 18 day of August, **2025.**

Ryan Hall Swindall
RYAN HALL SWINDALL

Christina Loup Swindall
CHRISTINA LOUP SWINDAL

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **RYAN HALL SWINDALL** and **CHRISTINA LOUP SWINDAL** who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the same day this bears date.

Given under my hand and seal on this 18 day of August, **2025.**

TROY M WILLIAMSON NOTARY PUBLIC ALABAMA STATE AT LARGE

NOTARY PUBLIC
My Commission Expires: 1/11/26

This instrument prepared by:
Leigh L. Pipkin, Esquire
Pipkin & Associates, LLC
3173-B Dauphin Street
Mobile, AL 36606
(251) 478-9800

Grantors' Mailing Address:
109 S Georgia Ave
Mobile, AL 36604

Grantee's Mailing Address:
1356 Government St.
Mobile, AL 36604

Notice of Neighborhood Meeting
Date of Notice: October 10, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Grace Lutheran Church** will be submitting to the Mobile City Planning Commission:

Conditional Use Permit approval to allow use of the property located at **120 Espejo Street** as offices and meeting rooms for Grace Lutheran Church.

The Neighborhood Meeting will be held at the following time, date, and location:

Tuesday, October 28, 2025

5:00 p.m.

At Grace Lutheran Church, 1356 Government Street, Mobile, AL 36604

You are receiving this notice because your property is located within 300 feet of 120 Espejo Street, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

Rev. Wayne J. Miller

Rev. Wayne J. Miller, Pastor

Mrs Deborah Milling

Mrs. Deborah Milling, Congregational President

Grace Lutheran Church
1356 Government Street
Mobile, AL 36604
grace@gracelutheranmobile.com

BISHOP MURPHY D II
1410 GOVERNMENT ST
MOBILE, AL 36604

ROGERS DARI L
1362 CONTI ST
MOBILE, AL 36604

SMITH JEANNE D
110 ESPEJO ST
MOBILE,AL 36604

MINOR GEORGIA ANN
2053 OLD SHELL RD
MOBILE, AL 36607

MCINTYRE LENNA LESTER & DAVID ERNEST MCINTYRE
116 ESPEJO ST
MOBILE, AL 36604

GUGGENBILLER KARL A & CONNIE C GUGGENBILLER
123 PARKER ST,
MOBILE, AL 36604

PATTON ANNE M
1363 DAUPHIN ST.
MOBILE, AL 36604

COSTA LISA HYLTON
117 PARKER ST
MOBILE, AL 36604

HUA HANH PHUC & RODMESIA CLARKE
114 PARKER ST,
MOBILE AL 36604

WELDY JOSEPH ALAN
116 PARKER ST
MOBILE, AL 36604

DEES LAUREN LEIGH
118 PARKER ST
MOBILE, AL 36604

GRACE EVANGELICAL LUTHERAN
1356 GOVERNMENT ST.
MOBILE, AL 36604

ROMERO LENNA L
116 ESPEJO ST.
MOBILE, AL 36604

MEEKS JOSEPH THADDIS JR
5404 SPRING DRIVE
MOBILE, AL 36693

ISAAC NATALIE & DARRIN SCOTT ISAAC
114 ESPEJO ST.
MOBILE, AL 36604

SWINDALL RYAN HALL & CHRISTINA LOUP SWINDALL
109 GEORGIA ST S
MOBILE, AL 36604

STICKLER MARY JANE
646 KITFOX AVE
FAIRHOPE, AL 36532

CHURCH HILL LLC
504 HIGHLAND WOODS DR W
MOBILE, AL 36608

WILSON ROBERT A & PRUDENCE M WILSON
& ELIZABETH T WILSON
3750 WINFORD RD
MOBILE, AL 36619

RBC CENTURA BANK C/O INVOKE TAX PARTNERS
PO BOX 850
AURORA, OH 44202

ANTHONY D DARRELL & DEBORAH G
1212 GOVERNMENT ST
MOBILE, AL 36604

BLACKWELL CLARENCE VERNON JR
1408 CONTI ST. MOBILE, AL 36604

DEMPSEY SONDRA
261 N JACKSON ST
MOBILE, AL 36603

ACLM LLC
P.O. BOX 6752
MOBILE AL. 36660

ALLEN ROBET SPENCER JR
79 SOUTH LAFAYETE STREET
MOBILE 36604

ANTHONY D DARRELL & DEBORAH G
1212 GOVERNMENT STREET
MOBILE AL. 36604

ARNOLD KARRIE & DEVEN
108 BRADFORD AVE.
MOBILE AL. 36604

BISHOP MURRPHY D II
1410 GOVERNMENT STREET
MOBILE AL. 36604

BLACKWELL CARTLEDGE WEEDEN III
107 BREADFORD AVE.
MOBILE AL. 36604

BLACKWELL CLARENCE VERNON JR.
1408 CONTI DTREET
MOBILE AL. 36604

BROGAUX PROPERTIES LLC
C/O KE ANDREWS
2424 RIDGE ROAD
ROCKWALL TX. 75087

CHURCH HILL LLC
504 HIGHLAND WOODS DRIVE WEST
MOBILE AL. 36608

COSTA LISA HYLTON
117 PARKER STREET
MOBILE AL. 36604

DEES LAUREN LEIGH
118 PARKER STREET
MOBILE AL. 36604

DEMOUY MARTIN JR.
107 ESPEJO STREET
MOBILE AL. 36604

DEMPSEY SONDRA
261 NORTH JACKSON STREET
MOBILE AL. 36603

FIRST LIGHT COMMUNITY OF MOBILE INC.
151 SOUTH ANN STREET
MOBILE AL. 36604

GACA COMMERCIAL HOLDINGS
ALABAMA LLC
1990 LAKESIDE PARKWAY STE 300
TUCKER GA. 30084

GOVERNMENT HOUSE APARTMENTS
LLC LL INTERSTS MOBILE 01 LLC
250 CONGRESS STREET
MOBILE AL. 36603

GRACE EVANGELICAL LUTHERAN CHURCH
1536 GOVERNMENT STREET
MOBILE AL. 36604

GUGGOMBILLER KARL & CONNIE C.
123 PARKER STREET
MOBILE AL. 36604

HAMILTON MARTHA PILLANS
C/O PALMER HAMILTON
11 NORTH WATER STREET STE 1200
MOBILE AL. 36602

HUA HANH PHUC & RODMESIA CLARKE
114 PARKER STREET
MOBILE AL 36604

HUNTER CLOVECE & VALERIA
108 PARKER STREET
MOBILE AL. 36604

ISAAC NATALIE & DARRIN SCOTT ISAAC
114 ESPEJO STREET
MOBILE AL. 36604

KCLS LLC
3207 MAGNOLIA STREET STE 100
PASCAGOULA MS. 39567

KEGLEY KARLENE
74 SOUTH LAFAYETTE STREET
MOBILE AL. 36604

LIVING WORD CHRISTIAN CENTER
1401 GOVERNMENT STREET
MOBILE AL. 36604

MA FOODMART 1 LLC
1363 GOVERNMENT STREET
MOBILE AL. 36604

MCCOY STEPHEN E
C/O WALGREEN REAL ESTATE TAX DEPT
P.O. BOX 1159
DEERFIELD IL 60015

MCDONALD COURTNEY GENE
75 SOUTH LAFAYETTE STREET
MOBILE AL. 36604

MCDONALD HELEN DENISE
65 SOUTH LAFAYETTE STREET
MOBILE AL. 36604

MCINTYRE LENNA LESTER & DAVID E.
116 ESPEJO STREET
MOBILE AL. 36604

Agenda Item # 11

ZON-CUP-003506-2025

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

Applicant Materials for Consideration – Conditional Use Permit

DETAILS

Location:
1356 Government Street & 120 Espejo Street

Applicant /Agent:
Reverand Wayne Miller, Grace Lutheran Church

Property Owners:
Grace Lutheran Church

Current Zoning:
R-1, Single-Family Residential Urban District

Future Land Use:
Traditional Corridor and Mixed Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space.

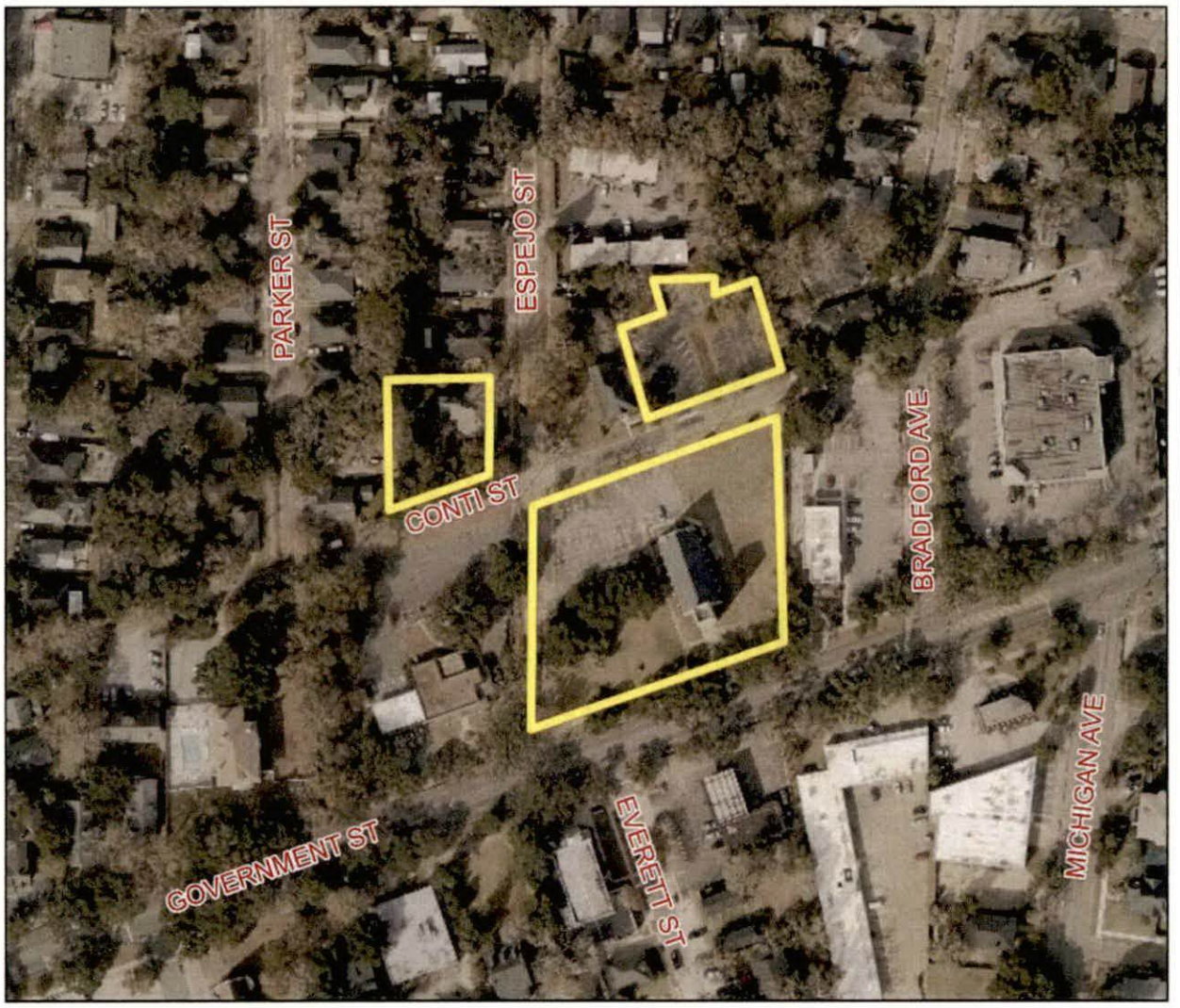
Commission Considerations:

1. Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space with seven (7) conditions

Report Contents: **Page**

Context Map 2
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Staff Comments 3
Commission Considerations 5
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

N

NTS

SITE HISTORY

The subject site was annexed into the City in 1889.

With the adoption of the Zoning Ordinance in 1967, the main church site was assigned a B-1, Buffer Business District, and R-1, Single-Family Residential zoning classification. The off-site parking lot and the proposed office/meeting space site were also assigned R-1 zoning classifications.

In 1991, the Planning Commission granted Planning Approval to allow the off-site paved parking lot with landscaping.

There have been several cases before the Board of Zoning Adjustment associated with portions of the three properties. In November 1953, Side and Rear Yard Variances were approved to permit the construction of an addition to the existing building to come 3'-2" off the side property line for the lot at the Northeast corner of Government Street and Espejo Street.

In February 1955, the same lot was the subject of a Front Yard Variance to permit construction of an addition to the existing residence, but that request was denied.

In January 1962, a Use Variance was requested to allow the use of a portion of a house at 1360 Conti Street for a ceramics studio. That site is now the Western-most of the three (3) lots on what is now the off-site parking area for the church on the North side of Conti Street. That request was denied.

In June 1962, a Use Variance was requested for the same site to allow the use of the house as a ceramics studio and two (2) apartments. That request was also denied.

In May 1963, the same request as the January 1962 Use Variance was again requested and approved.

In November 1973, a Use Variance was requested to allow an insurance company at the Northwest corner of Conti Street and Espejo Street, but was denied.

In May 1984, a Rear Yard Variance was approved for the main church site to allow a fellowship hall and gymnasium.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

Although the International Residential Code (IRC) functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or

community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the International Fire Code, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The applicant is requesting a Conditional Use Permit to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

The applicant, Grace Lutheran Church, owns three (3) separate sites: the main sanctuary site with on-site parking; an off-site parking lot; and an off-site single-family dwelling. The single-family dwelling is proposed to be used for offices and meeting space. Since it is zoned R-1, Single-Family Residential Urban District, the proposed use must be granted via a Conditional Use Permit. No changes are proposed for the main sanctuary site or the off-site parking lot. An ADA-compliant ramp leading to a deck at the rear entry is proposed for the single-family dwelling.

The hours of operation are stated to be Monday – Thursday, 10:00 AM to 4:00 PM, and Sundays 9:00 AM to 12:00 noon. Two (2) employees are proposed, and, other than the office space, the dwelling will only be used for small Bible studies and board meetings. As the church has parking space available in both the on-site and off-site parking areas, no additional parking requirements would be necessitated by this request.

Though the proposed use should have minimal impact on the adjacent residential uses, a six-foot (6') high privacy fence should be required along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback. This should be indicated on a revised site plan.

It should be noted that, if approved, any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council. This information should be provided as a note on the revised site plan.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and

4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

1) Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2) Use limited to office and small group meetings;
3) Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4) Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5) Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6) Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE December 18, 2025

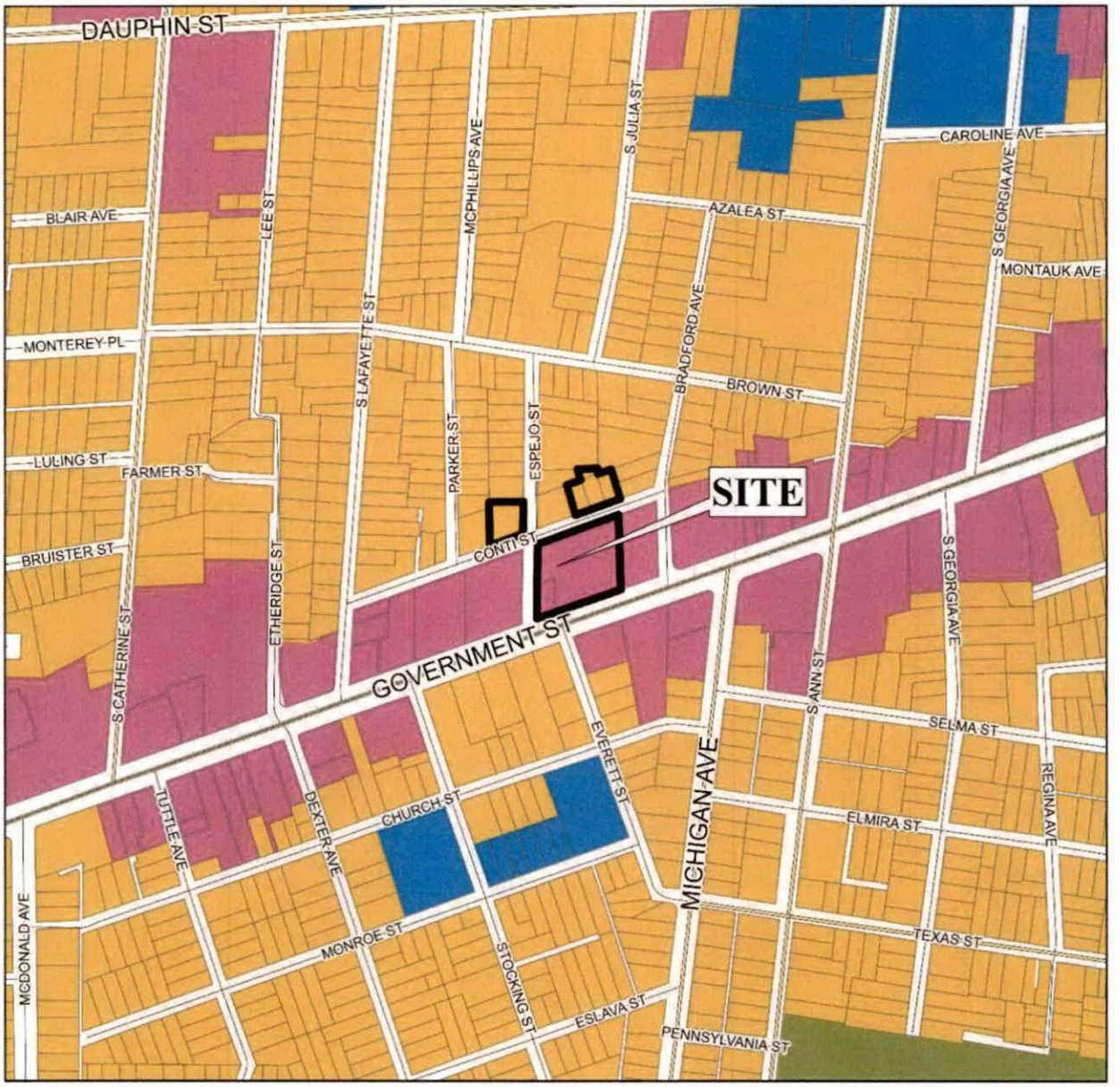
APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

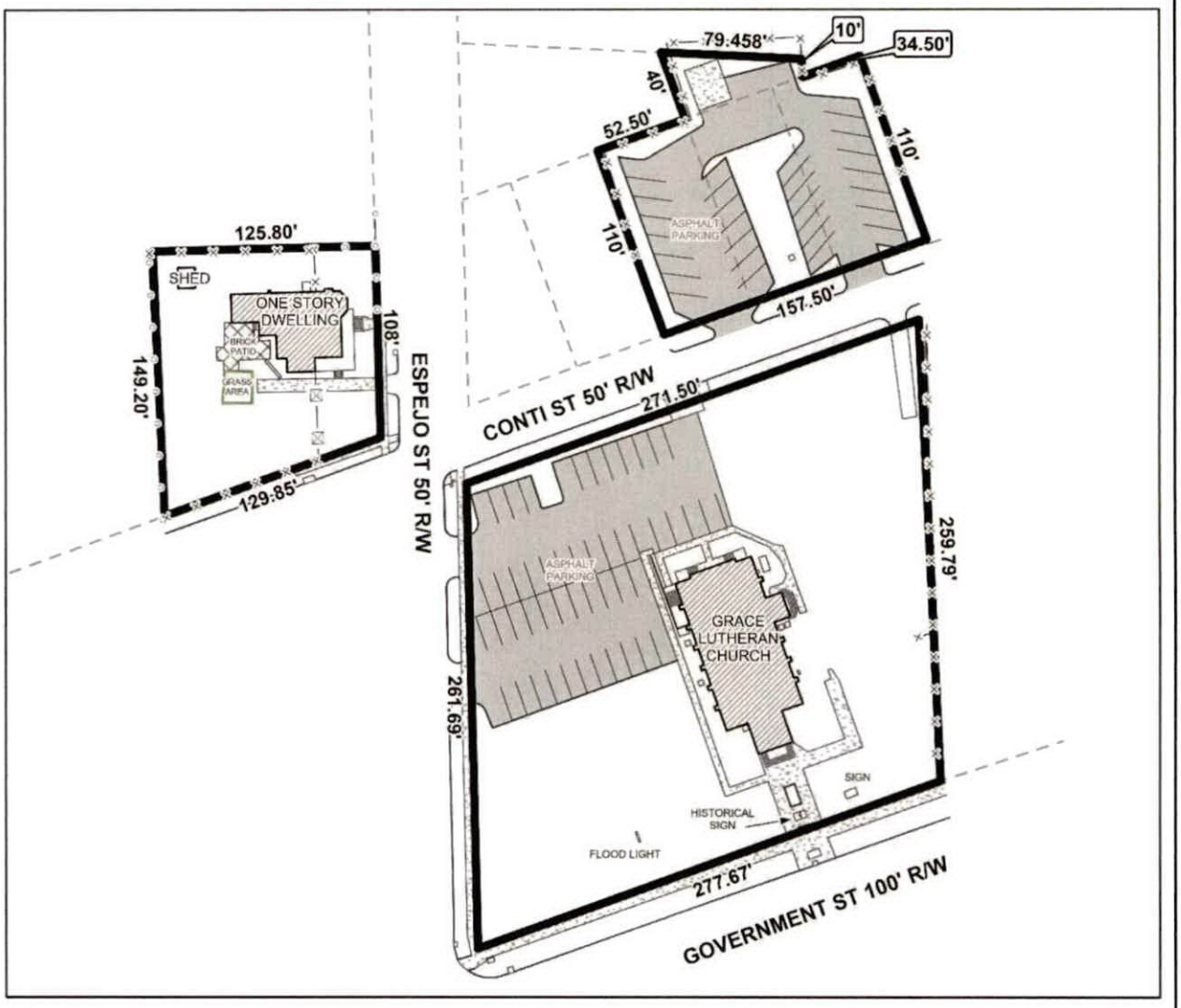
REQUEST Conditional Use Permit

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

N

NTS

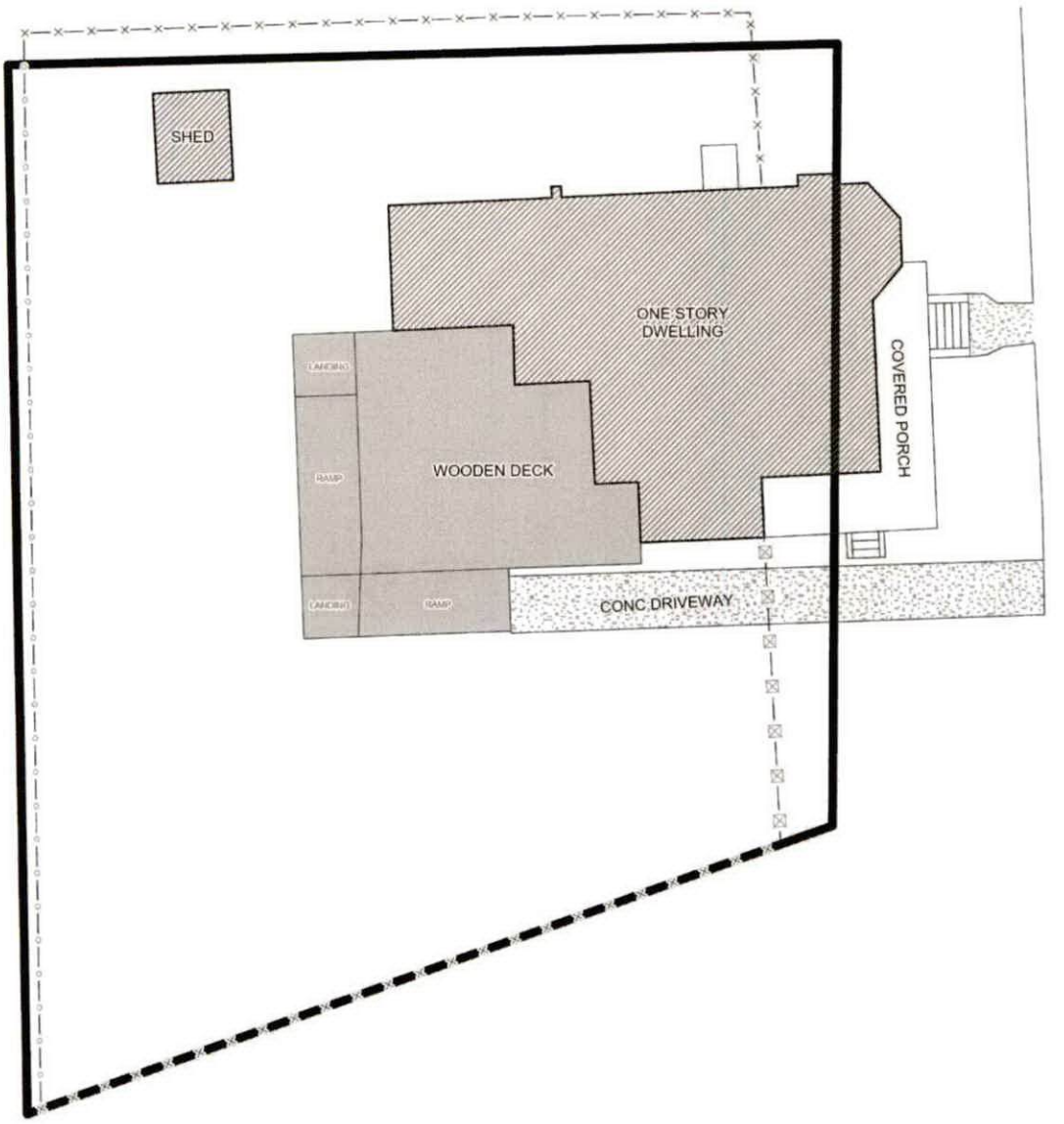
SITE PLAN



The site plan illustrates existing buildings, parking, and drives.

APPLICATION NUMBER 11 DATE December 18, 2025 APPLICANT Reverend Wayne Miller, Grace Lutheran Church REQUEST Conditional Use Permit	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

MIXED DENSITY RESIDENTIAL (MDR)

This designation applies mostly to residential areas located between Downtown and I-65, where the predominant character is that of a traditional neighborhood laid out on an urban street grid. These areas should offer a variety of residential types in a compact pattern at the scale of a single family neighborhood. They typically have a walkable block pattern with integrated neighborhood amenities such as parks and schools. Small office, commercial, and civic uses may also exist in these areas near major thoroughfares. Residential density ranges between 6 and 30 dwelling units per acre (du/ac) depending on the mix, types, and locations of the housing as specified by zoning.

Development Intent

- Continue historic preservation efforts to maintain the existing neighborhood character within city-designated historic districts.
- Support residential infill that fits-in with neighboring homes (building scale, placement, etc.). Support more intense residential infill and redevelopment adjacent to commercial or mixed use centers.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

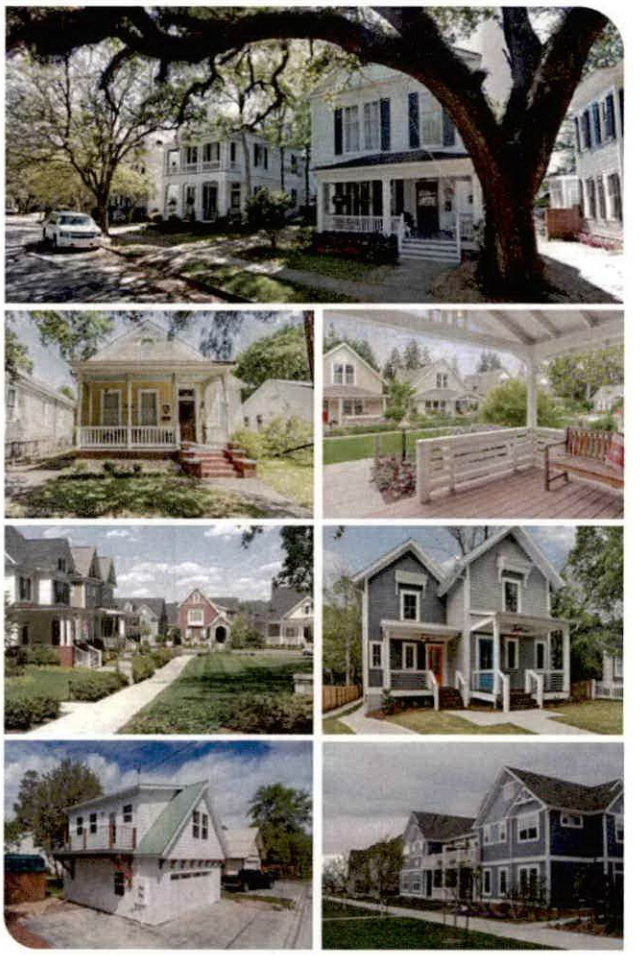
Secondary Uses

- Residential, Multifamily
- Commercial
- Civic
- Parks

Housing mix

- Single family on small to medium sized lots
- Attached residential such as duplexes, multiplexes, and townhomes
- Small scale multifamily buildings

Character Example



A mixed density neighborhood may include a range of housing types and densities at a similar scale.

Rendering: Dover Kohl

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods. Depending on their location, these areas incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures, and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.

Development Intent

- Incorporate attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.
- Special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

Land use mix

Primary Uses

- Commercial
- Office
- Civic
- Residential, Multifamily

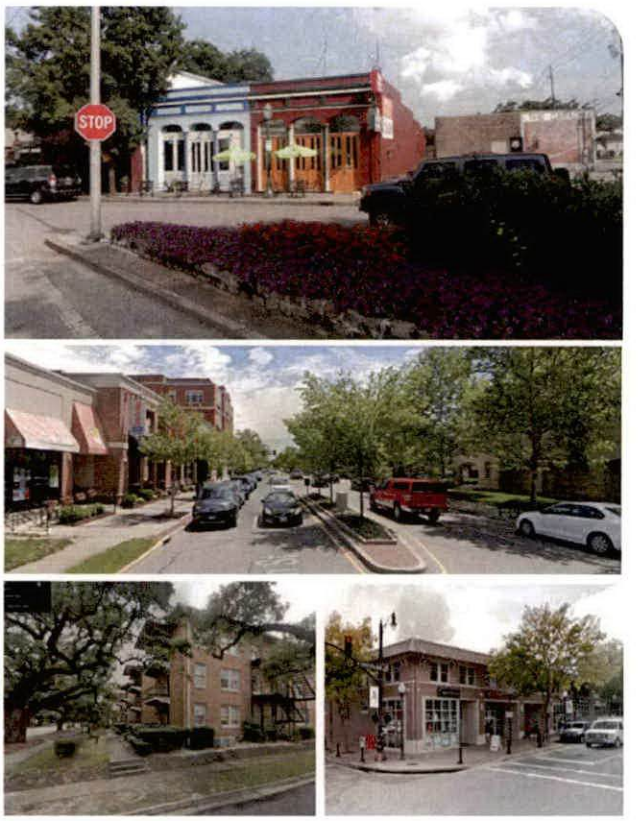
Secondary Uses

- Residential, Attached
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 6151 Marina Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 20, 2026**, a public hearing will be held on the **24th** day of **February, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Modification of a Previously Approved Planned Unit Development for property located at 6151 Marina Drive South.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on August 04, 2011 to amend a previously approved master plan, of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites located at 6151 Marina Drive South and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF DOG RIVER AND THE FORMER EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (FORMERLY CEDAR POINT ROAD), MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 14°-30'-00" WEST, ALONG SAID FORMER RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY, A DISTANCE OF 72.31 FEET, MORE OR LESS, TO THE FORMER LOCATION OF A ONE-HALF INCH IRON ROD (DESTROYED BY CONSTRUCTION); THENCE CONTINUE SOUTH 14°-30'-00" WEST, ALONG SAID FORMER EAST RIGHT-OF-WAY LINE, A DISTANCE OF 550 FEET; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 22.36 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY AND THE POINT OF BEGINNING; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 177.64 FEET TO A POINT; THENCE RUN NORTH 14°-39' -00" EAST, A DISTANCE OF 442.1 FEET, MORE OR LESS, TO POINT "A" ON THE SOUTHERN MARGIN OF DOG RIVER; THENCE EASTWARDLY AND SOUTHWARDLY ALONG THE SOUTHERN AND WESTERN MARGINS, RESPECTIVELY, OF DOG RIVER AND MOBILE BAY, A DISTANCE OF 1521 FEET, MORE OR LESS, TO POINT "B" (A MATHEMATICAL TIE FROM POINT "A" TO POINT

"B" IS SOUTH 53º-24' -34" EAST, 341.7 FEET; THENCE SOUTH 44º02'-21" EAST, 256.37 FEET; THENCE SOUTH 23º-50'-03" EAST, 822.29 FEET) SAID POINT "B" BEING THE INTERSECTION OF THE WESTERN MARGIN OF MOBILE BAY AND THE NORTH LINE OF LOT 1, BLOCK 1, BAY DIVISION, HOLLINGERS ISLAND, AS RECORDED IN MAP BOOK 3, PAGES 109-110, OF THE RECORDS ON FILE IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 79º-15'-00" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 721.1 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1; SAID CORNER BEING THE TERMINUS OF THE EAST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF BAY ROAD; THENCE CONTINUE SOUTH 79º-15'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.89 FEET TO A POINT; THENCE RUN NORTH 75º-01'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 25.06 FEET TO A POINT, SAID POINT BEING THE TERMINUS OF THE WEST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF SAID BAY ROAD; THENCE RUN NORTH 85º-23'-00" WEST, A DISTANCE OF 135 FEET TO A POINT; THENCE RUN NORTH 14º-39'-00" EAST, A DISTANCE OF 581.01 FEET TO A POINT; THENCE RUN NORTH 45º-21'-00" WEST, A DISTANCE OF 247.51 FEET TO A POINT; THENCE RUN NORTH 75º-21'-00" WEST, A DISTANCE OF 167.64 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY; THENCE RUN NORTH 09º-02'-02" EAST, 100.47 FEET ALONG THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on October 20, 2025, amending a previously approved master plan to allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;

8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of February, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 28th day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **6151 Marina Drive South.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **August 04, 2011.** The owner of said property has applied for a Major Modification **of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites,** subject to the following proposed conditions: 1. Provision of the lot size in square feet and acres on the Final PUD Site Plan; 2. Retention of the sidewalk along Marina Drive South; 3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC; 4. Revision of the site plan to connect sidewalks in front of all buildings on the site; 5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island; 6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC; 7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting; 8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan; 9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC; 10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet; 11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC; 12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property; 13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC; 14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council; 15. Compliance with all Engineering comments noted in the staff report; 16. Compliance with all Traffic Engineering comments noted in the staff report; 17. Compliance with all Urban Forestry comments noted in the staff report; 18. Compliance with all Fire Department comments noted in the staff report; 19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior

to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 20. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on **August 04, 2011** to amend a previously approved master plan, of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites located at **6151 Marina Drive South** and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF DOG RIVER AND THE FORMER EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (FORMERLY CEDAR POINT ROAD), MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 14°-30'-00" WEST, ALONG SAID FORMER RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY, A DISTANCE OF 72.31 FEET, MORE OR LESS, TO THE FORMER LOCATION OF A ONE-HALF INCH IRON ROD (DESTROYED BY CONSTRUCTION); THENCE CONTINUE SOUTH 14°-30'-00" WEST, ALONG SAID FORMER EAST RIGHT-OF-WAY LINE, A DISTANCE OF 550 FEET; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 22.36 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY AND THE POINT OF BEGINNING; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 177.64 FEET TO A POINT; THENCE RUN NORTH 14°-39' -00" EAST, A DISTANCE OF 442.1 FEET, MORE OR LESS, TO POINT "A" ON THE SOUTHERN MARGIN OF DOG RIVER; THENCE EASTWARDLY AND SOUTHWARDLY ALONG THE SOUTHERN AND WESTERN MARGINS, RESPECTIVELY, OF DOG RIVER AND MOBILE BAY, A DISTANCE OF 1521 FEET, MORE OR LESS, TO POINT "B" (A MATHEMATICAL TIE FROM POINT "A" TO POINT "B" IS SOUTH 53°-24' -34" EAST, 341.7 FEET; THENCE SOUTH 44°02'-21" EAST, 256.37 FEET; THENCE SOUTH 23°-50'-03" EAST, 822.29 FEET) SAID POINT "B" BEING THE INTERSECTION OF THE WESTERN MARGIN OF MOBILE BAY AND THE NORTH LINE OF LOT 1, BLOCK 1, BAY DIVISION, HOLLINGERS ISLAND, AS RECORDED IN MAP BOOK 3, PAGES 109-110, OF THE RECORDS ON FILE IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 79°-15'-00" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 721.1 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER BEING THE TERMINUS OF THE EAST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF BAY ROAD; THENCE CONTINUE SOUTH 79°-15'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.89 FEET TO A POINT; THENCE RUN NORTH 75°-01'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 25.06 FEET TO A POINT, SAID POINT BEING THE TERMINUS OF THE WEST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF SAID BAY ROAD; THENCE RUN NORTH 85°-23'-00" WEST, A DISTANCE OF 135 FEET TO A POINT; THENCE RUN NORTH 14°-39'-00" EAST, A DISTANCE OF 581.01

FEET TO A POINT; THENCE RUN NORTH 45°-21'-00" WEST, A DISTANCE OF 247.51 FEET TO A POINT; THENCE RUN NORTH 75°-21'-00" WEST, A DISTANCE OF 167.64 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY; THENCE RUN NORTH 09°-02'-02" EAST, 100.47 FEET ALONG THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on **October 20, 2025**, amending a previously approved master plan to **allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.**

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;

14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;

7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Chris Lieb
Lieb Engineering Company, LLC
6151 Marina Drive South
Council District 3
C.J. Small

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

January 9, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **December 18, 2025**, considered the request of **Chris Lieb, Lieb Engineering Company, LLC**, for a Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites, for the property located at **6151 Marina Drive South.**

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;

9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 22, 2025

Chris Lieb
Lieb Engineering
1290 Main Street, Suite E
Daphne, Alabama 36526

Re: 6151 Marina Drive South
MOD-003524-2025
Chris Lieb, Lieb Engineering Company, LLC
District 3
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.

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

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

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

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

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$978.50.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Chris Lieb
Lieb Engineering
1290 Main Street, Suite E
Daphne, Alabama 36526

Re: 6151 Marina Drive South
MOD-003524-2025
Chris Lieb, Lieb Engineering Company, LLC
District 3
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.

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

At its meeting on November 20, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission heldover the request until the December 18th meeting, with revised information due no later than Thursday, December 4th, to allow the applicant to provide additional information so that the Planning Commission can ensure the development will comply with UDC standards:

1. Revision of the site plan to include the number of dwelling units, both existing and proposed;
2. Revision of the site plan to include the number of parking spaces, both existing and proposed;
3. Revision of the site plan to include depiction of a sidewalk along Marina Drive South;
4. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
5. Revision of the site plan to depict a residential buffer compliant with Section 64-3-8 of the UDC;
6. Revision of the site plan to either depict bicycle parking spaces or placement of a note stating that the site will provide bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;

10. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements of Section 64-3-7 of the UDC;
11. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
12. Revision of the site plan to include the correct project name and property owner;
13. Revision of the legal description to include both Lot 1 and Lot 2 of the Grandview Apartments Subdivision;
14. Compliance with all Engineering comments noted in the staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
16. Compliance with all Urban Forestry comments noted in the staff report; and
17. Compliance with all Fire Department comments noted in the staff report.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

Outlook

Grandview Pointe Apartments (MOD-003524-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 10/20/2025 1:58 PM
To Lieb, Chris <clieb@liebengineering.com>; 'moconnell@liebengineering.com' <moconnell@liebengineering.com>; CJ@morrisonavenuecapital.com <cj@morrisonavenuecapital.com>
Cc Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

Good afternoon,

We have completed our initial review of the above-referenced Major Modification application. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Application Submission:**
   Please complete and submit Checklist D of the Planning Commission Application for *previously approved Planning Approvals and Planned Unit Developments.*

2. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Planned Unit Development site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Wednesday, October 22, 2025**, the application will be considered **complete** and placed on the agenda for the **November 20, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

     _____

     _____

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

Commencing at the intersection of the South margin of Dog River and the former East right-of-way line of Dauphin Island Parkway (formerly Cedar Point Road), Mobile County, Alabama; thence run South 14°-30'-00" West, along said former right-of-way line of Dauphin Island Parkway, a distance of 72.31 feet, more or less, to the former location of a one-half inch iron rod (destroyed by construction); thence continue South 14°-39'-00" West, along said former East right-of-way line, a distance of 550 feet; thence run South 75°-21'-00" East, a distance of 22.36 feet to a point on the present East right-of-way line of Dauphin Island Parkway and the point of beginning; thence run South 75°-21'-00" East, a distance of 177.64 feet to a point; thence run North 14°-39'-00" East, a distance of 442.1 feet, more or less, to Point "A" on the Southern margin of Dog River; thence Eastwardly and Southwardly along the Southern and Western margins, respectively, of Dog River and Mobile Bay, a distance of 1521 feet, more or less, to Point "B" (a mathematical tie from Point "A" to Point "B" is South 53°-24'-34" East, 341.7 feet; thence South 44°02'-21" East, 256.37 feet; thence South 23°-50'-03" East, 822.29 feet) said Point "B" being the intersection of the Western margin of Mobile Bay and the North line of Lot 1, Block 1, Bay Division, Hollingers Island, as recorded in map Book 3, Pages 109-110, of the records on file in the Office of the Judge of Probate Court, Mobile County, Alabama; thence run South 79°-15'-00" West, along the North line of said Lot 1, a distance of 721.1 feet, more or less, to the Northwest corner of said Lot 1, said corner being the terminus of the East right-of-way line of the North extension of Bay Road; thence continue South 79°-15'-00" West, along the terminus of said right-of-way, a distance of 26.89 feet to a point; thence run North 75°-01'-00" West, along the terminus of said right-of-way, a distance of 25.06 feet to a point, said point being the terminus of the West right-of-way line of the North extension of said Bay Road; thence run North 85°-23'-00" West, a distance of 135 feet to a point; thence run North 14°-39'-00" East, a distance of 581.01 feet to a point; thence run North 45°-21'-00" West, a distance of 247.51 feet to a point; thence run North 75°-21'-00" West, a distance of 167.64 feet to a point on the present East right-of-way line of Dauphin Island Parkway; thence run North 09°-02'-02" East, 100.47 feet along the present East right-of-way line of Dauphin Island Parkway to the Point of Beginning.

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

■ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Chris Lieb	
Firm:	Lieb Engineering	
Phone:	2519789779	
Email:	clieb@liebengineering.com	
Address:	1290 Main St Ste E Daphne AL 36526	

	Owner	Design Professional
Name:	MACP Grandview II, LLC	
Firm:	Morrison Avenue Capital Partners	
Phone:	(727) 260-1214	
Email:	cj@morrisonavenuecapital.com	
Address:	1703 N McMullen Booth Rd Unit 1037 Safety Harbor, Fl 34695	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

6151 Marina Dr S Mobile, AL 36605
Property Address

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
01052327

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature

10/17/25
Date

Chris Lieb
Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

Inst. # 2025013386 Pages: 1 of 7 I certify this instrument filed on: 3/6/2025 8:10 AM
Doc: D C. Mark Erwin, Judge of Probate Mobile County, AL Rec: $31.50 DeedTx: $2[illegible]0 MinTx $0.00
Clerk: BTOWLER ERecorded

This Instrument Prepared By and
When Recorded Return To:

Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, AL 36601

STATE OF ALABAMA)
MOBILE COUNTY)

Send tax notices to:
MACP Grandview, LLC
1703 McMullen Booth Road, #1037
Safety Harbor, FL 34695
Attn: Craig S. Descalzi

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to **CSV Grandview I, LLC,** an Alabama limited liability company, **Chris J. Ball,** a married man, and **Brewer Realty, LLC,** an Alabama limited liability company (collectively "Grantor"), by **MACP Grandview, LLC,** a Delaware limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Mobile County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Subject to the Exceptions, Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise. Chris J. Ball hereby represents that the Property is not his homestead.

$6,879,000.00 of the Total Purchase Price for this conveyance has been paid out of the proceeds of a mortgage loan in the amount of **$6,879,000.00** recorded simultaneously herewith.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
CSV Grandview I, LLC	**MACP Grandview, LLC**
1415 High Forest Drive	1703 McMullen Booth Road, #1037
Tuscaloosa, AL 35406	Safety Harbor, FL 34695
Attn: Vincent Langan	Attn: Craig S. Descalzi

Grantor's Name and Mailing Address Cont'd:	
Chris J. Ball	
1415 High Forest Drive	
Tuscaloosa, AL 35406	
Brewer Realty, LLC	
2206 14th Street	
Tuscaloosa, AL 35401	
Attn: Samuel Brewer	

Property Address:	6151 Marina Drive South, Mobile, AL 36605
Date of Sale:	February 28, 2025
Total Purchase Price:	$9,700,000.00
The Purchase Price can be verified in:	X Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment ☐

[Signature(s) on following page(s)]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed, to be effective as of February 28, 2025.

GRANTOR:

CSV GRANDVIEW I, LLC,
an Alabama limited liability company

By: _____
Name: Vincent Langan
Its: Sole Member

STATE OF Alabama)
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Vincent Langan, whose name as Sole Member of CSV Grandview I, LLC, an Alabama limited liability company, 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/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 28 day of February, 2025.

_____
Notary Public

AFFIX SEAL

CONNIE J. BRASHER NOTARY PUBLIC ALABAMA STATE AT LARGE

My commission expires: 1/16/2029

GRANTOR:

CHRIS J. BALL

STATE OF Alabama)
COUNTY OF Tuscaloosa)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Chris J. Ball, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 28 day of February, 2025.

AFFIX SEAL

Alabama State At Large
Notary Public
Emily Grace Grier
My Commission Expires 01/25/2027

Notary Public

My commission expires: 01/26/27

GRANTOR:

BREWER REALTY, LLC,
an Alabama limited liability company

By: _____
Name: Samuel Brewer
Its: Authorized Member

STATE OF Alabama)
COUNTY OF Tuscaloosa)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Samuel Brewer, whose name as Authorized Member of Brewer Realty, LLC an Alabama limited liability company, 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/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 28 day of February, 2025.

_____
Notary Public

AFFIX SEAL

Alabama State At Large
Notary Public
Emily Grace Grier
My Commission Expires 01/25/2027

My commission expires: 01/25/27

Exhibit A

The Land referred to herein below is situated in the County of Mobile, State of Alabama, and is described as follows:

Lot 2, Grandview Apartments Subdivision, according to plat thereof recorded in Map Book 126, page 71 (also known as Real Property Book 6836, page 1185 and Instrument No. 2011063301), of the records in the Office of the Judge of Probate of Mobile County, Alabama.

TOGETHER WITH a non-exclusive terminable right-of-way and easement for the sole purpose of vehicles travelling on, over, through and across the following described property located in Mobile County, Alabama.

That certain plot or parcel of land lying within Lot 1, Grandview Apartments Subdivision, according to plat thereof recorded in Map Book 126, page 71 (also known as Real Property Book 6836, page 1185 and Instrument No. 2011063301), of the records in the Office of the Judge of Probate of Mobile County, Alabama, more particularly described as twelve (12) feet each side of the following described centerline:

Commencing at a point on the East right-of-way line of Marina Drive South (Dauphin Island Parkway) (right-of-way varies), where said right-of-way line is intersected by a North boundary of Lot 1, Grandview Apartments Subdivision, as recorded in Map Book 126, page 71, Probate Court Records, Mobile County, Alabama; thence South 09 degrees, 02 minutes, 02 seconds West, along said East right-of-way line, a distance of 50.33 feet to the point of beginning of said centerline; thence along said centerline as follows: South 75 degrees, 30 minutes, 13 seconds East, 183.52 feet; North 44 degrees, 15 minutes, 14 seconds East, 320.89 feet; South 49 degrees, 57 minutes, 46 seconds East, 253.89 feet; South 28 degrees, 22 minutes, 02 seconds West, 90.12 feet to the PC of a 75.0 foot radius curve concave Eastwardly (chord bears South 15 degrees, 31 minutes, 50 seconds East, 104.01 feet); thence along said curve and along said centerline a distance of 114.92 feet to the PT thereof; thence continue along said centerline as follows: South 59 degrees, 25 minutes, 41 seconds East, 96.94 feet; South 13 degrees, 51 minutes, 05 seconds East, 51.58 feet to the North line of Lot 2 and the point of ending of said centerline.

Exhibit B
Permitted Exceptions

1. All taxes for the year 2025 and subsequent years, a lien not yet due and payable.

2. Any prior reservations or conveyances, together with release of damages of minerals of every kind and character, including, but not limited to, oil, has, sand, and gravel in, on and under the Land.

3. Easements, building setback lines, restrictions, and/or other matters as shown on record plat of Grandview Apartments Subdivision recorded in Plat Book 126, Page 71, in the Probate Office of Mobile County, Alabama, and as shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00.

4. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3989, Page 13, Real Property Book 1931, Page 151; Real Property Book 6508, Page 170; and Land Record Book 7345, Page 1308, in the Probate Office of Mobile County, Alabama, as shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00.

5. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Deed Book 243, Page 297; Deed Book 243, Page 298; Deed Book 243, Page 308; Deed Book 250, Page 193; Deed Book 435, Page 13; Real Property Book 583, Page 818; Real Property Book 1326, Page 874; and Real Property Book 1326, Page 877, in the Probate Office of Mobile County, Alabama.

6. Subject to that Joint Use and Maintenance Agreement between Bay Oaks, Ltd. And Hand & Associates, Inc. dated December 15, 1977, and recorded in Real Property Book 1792, Page 718, in the Probate Office of Mobile County, Alabama.

7. Subject to the terms and conditions of that certain non-exclusive terminable right-of-way and easement for ingress and egress as set out in Warranty Deed dated January 31, 2012, and recorded in Real Property Book 6859, Page 1862, in the Probate Office of Mobile County, Alabama, as shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00.

8. Rights of the United States, State of Alabama, or other parties in and to the bed, shore and waters of Mobile Bay. The policy(ies) to be issued pursuant hereto will insure only such riparian and littoral rights as legally accrue by reason of ownership in fee simple of property adjoining.

9. Any portion of the Land which may be affected by accretion, reliction, erosion and/or avulsion.

10. Rights of tenants in possession, as tenants only, under unrecorded residential apartment leases.

11. Matters shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00, including, but not limited to, the following:

    a) Overhead utility (power and telephone) lines and poles, guy wires, meters, boxes, pedestals;
    b) Underground utility (water and gas) lines, hydrants, manholes, catch basins, valves, meters, and regulators;
    c) Existing wood fence encroaches onto adjoining property along westerly boundary.

Inst. # 2025013343 Pages: 1 of 5 I cer[illegible]his instrument filed on: 3/5/2025 4:29 PM
Doc: D C. Mark Erwin, Judge of Prob[illegible]Mobile County, AL Rec: $25.50 DeedTx: $8[illegible] MinTx $0.00
Clerk: BTOWLER ERecorded

This Instrument Prepared By and
When Recorded Return To:

Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, AL 36601

STATE OF ALABAMA)
MOBILE COUNTY)

Send tax notices to:
MACP Grandview II, LLC
1703 McMullen Booth Road, #1037
Safety Harbor, FL 34695
Attn: Craig S. Descalzi

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to **CSV Grandview II, LLC,** an Alabama limited liability company, by **MACP Grandview II, LLC,** a Delaware limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Mobile County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Subject to the Exceptions, Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

$1,000,000.00 of the Total Purchase Price for this conveyance has been paid out of the proceeds of a mortgage loan in the amount of **$1,000,000.00** recorded simultaneously herewith.

[Continued on next page]

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
CSV Grandview II, LLC	**MACP Grandview II, LLC**
1415 High Forest Drive	1703 McMullen Booth Road, #1037
Tuscaloosa, AL 35406	Safety Harbor, FL 34695
Attn: Vincent Langan	Attn: Craig S. Descalzi
Property Address:	6151 Marina Drive South, Mobile, AL 36605
Date of Sale:	February 28, 2025
Total Purchase Price:	$1,800,000.00
The Purchase Price can be verified in:	X Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment ☐ _____

[Signature(s) on following page(s)]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed, to be effective as of February 28, 2025.

GRANTOR:

CSV GRANDVIEW II, LLC,
an Alabama limited liability company

By: _____
Name: Vincent Langan
Its: Authorized Signatory

STATE OF Alabama)
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Vincent Langan, whose name as Authorized Signatory of CSV Grandview II, LLC an Alabama limited liability company, 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/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 28th day of February, 2025.

AFFIX SEAL

ALABAMA STATE AT LARGE
PUBLIC
NOTARY
CONNIE J. BRASHER

_____
Notary Public

My commission expires: 1/16/2029

Exhibit A

The Land referred to herein below is situated in the County of Mobile, State of Alabama, and is described as follows:

Lot 1, Grandview Apartments Subdivision, according to the plat thereof recorded in Map Book 126, page 71 (also known as Real Property Book 6836, page 1185 and Instrument No. 2011063301), of the records in the Office of the Judge of Probate of Mobile County, Alabama.

[For informational purposes only: Parcel No. 32-18-01-0-005-001.01X]

Exhibit B
Permitted Exceptions

1. All taxes for the year 2025 and subsequent years, a lien not yet due and payable.

2. Any prior reservations or conveyances, together with release of damages of minerals of every kind and character, including, but not limited to, oil, has, sand, and gravel in, on and under the Land.

3. Easements, building setback lines, restrictions, and/or other matters as shown on record plat of Grandview Apartments Subdivision recorded in Plat Book 126, Page 71, in the Probate Office of Mobile County, Alabama.

4. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3989, Page 13, Real Property Book 1931, Page 151; Real Property Book 6508, Page 170; and Land Record Book 7345, Page 1308, in the Probate Office of Mobile County, Alabama.

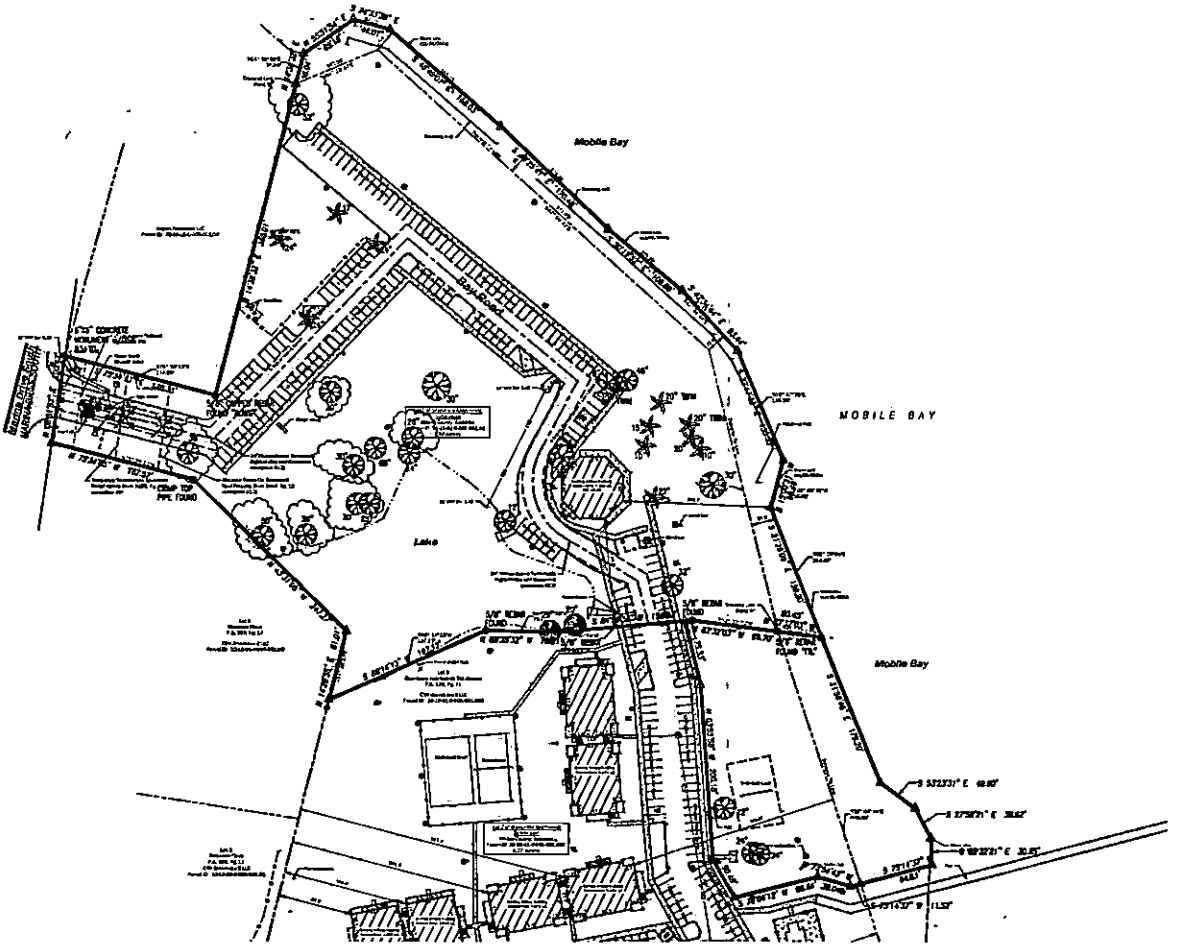
5. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Deed Book 243, Page 297; Deed Book 243, Page 298; Deed Book 243, Page 308; Deed Book 250, Page 193; Deed Book 435, Page 13; Real Property Book 583, Page 818; Real Property Book 1326, Page 874; and Real Property Book 1326, Page 877, in the Probate Office of Mobile County, Alabama.

6. Subject to that Joint Use and Maintenance Agreement between Bay Oaks, Ltd. And Hand & Associates, Inc. dated December 15, 1977, and recorded in Real Property Book 1792, Page 718, in the Probate Office of Mobile County, Alabama.

7. Subject to that certain non-exclusive terminable right-of-way and easement for ingress and egress as set out in Warranty Deed dated January 31, 2012, and recorded in Real Property Book 6859, Page 1862, in the Probate Office of Mobile County, Alabama.

8. Rights of the United States, State of Alabama, or other parties in and to the bed, shore and waters of Mobile Bay. The policy(ies) to be issued pursuant hereto will insure only such riparian and littoral rights as legally accrue by reason of ownership in fee simple of property adjoining.

9. Any portion of the Land which may be affected by accretion, reliction, erosion and/or avulsion.


Mobile Bay
MOBILE BAY
Lake
Mobile Bay

AIRPORT PROPERTIES
4175 GOVT BLVD
MOBILE, AL 36693

CSV GRANDVIEW II LLC
6151 MARINA DR S
MOBILE, AL 36605

MACP GRANDVIEW II LLC
ATTN CRAIG DESCALZI
1703 N MCMULLEN BOOTH RD
UNIT #1037
SAFETY HARBOR, FL 34695

LESLIE HALL
6320 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

BEVERLY HALL
6158 MARINA DR S
MOBILE, AL 36605

CHRIS LIEB
1290 MAIN ST STE E
DAPHNE, AL 36526

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

CYNTHIA WARD
6325 BAY RD N
MOBILE, AL 36605

JOHN SEKNICKA
6333 BAY RD N
MOBILE, AL 36605

ELLIS OLLINGER
6341 BAY RD N
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MOBILE, AL 36605

ELLIS OLLINGER
6341 BAY RD N
MOBILE, AL 36605

THOMAS LUNCEFORD
4095 AUDUBON DR E
MOBILE, AL 36619

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

JOSEPH WALL
413 EAST RIDGE TRAIL
PINEVILLE, LA 71360

THOMAS LUNCEFORD
4095 AUDUBON DR E
MOBILE, AL 36619

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

JOSEPH WALL
413 EAST RIDGE TRAIL
PINEVILLE, LA 71360

THOMAS LUNCEFORD
4095 AUDUBON DR E
MOBILE, AL 36619

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

JOSEPH WALL
413 EAST RIDGE TRAIL
PINEVILLE, LA 71360

Planning Commission
December 18, 2025

Agenda Item # 4 - HOLDOVER

MOD-003524-2025

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

Applicant Materials for Consideration

DETAILS

Location:
6151 Marina Drive South

Applicant / Agent:
Chris Lieb, Lieb Engineering Company, LLC

Property Owner:
MACP Grandview II, LLC

Current Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Low Density Residential & Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with twenty (20) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Considerations 3
Site History 5
Staff Comments 5
Commission Considerations 8
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER 4 DATE December 18, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

N

NTS

HOLDOVER COMMENTS

The subject site was heldover at the Planning Commission's October 16, 2025, meeting to allow the applicant time to address concerns related to the proposed development's design. The applicant has since submitted a revised site plan to address staff's concerns.

The site plan has been revised to state that the site has 96 existing units, and 178 units are proposed, for a total of 274 dwelling units. It should be noted that based on the overall size of the property, up to 408 dwelling units could be allowed on the site. With 274 dwelling units proposed, the site is required to have 411 parking spaces. The site plan indicates that a total of 412 parking spaces will be provided. It should be noted that the existing parking lot has several areas where there are more than 12 contiguous parking spaces. If approved, the site plan should be revised to depict the provision of a landscaped island to break up these areas.

The applicant has revised the proposed site plan to depict the required sidewalk along Marina Drive. However, there is no pedestrian connection from the public sidewalk to the structures on the site. Furthermore, if approved, the sidewalks in front of each of the buildings should be revised to connect with each other.

The site plan has been revised to depict a 6-foot (6') tall wooden privacy fence where the site abuts residentially developed property. This should be retained on the site plan, if approved.

The site plan has been revised to include the building footprints of all existing and proposed structures, clearly depicting that the building footprint will be increased by more than 50%, thus requiring the site to fully comply with tree planting and landscape area requirements. Notes were added to the site plan stating that the site will provide compliant bicycle parking spaces, parking lot lighting, building design, and tree planting and landscape area requirements, which should be retained on the site plan, if approved.

The proposed site plan depicts new dumpsters being located on the site. If approved, a note should be placed on the site plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC.

Additionally, the applicant states that the proposed new structures will exceed the maximum allowable height of 50-feet, but will not exceed 65-feet in height. While the applicant does not specifically provide the reason for this, it is most likely due to the site's proximity to water, and therefore structures must be elevated to comply with floodplain management requirements. As such, the proposed increased building height is a function of the land, and not the use, and can be considered as part of the current Major Modification application.

Finally, the site plan has been revised to include the correct development name as well as the legal descriptions for the entire development.

HOLDOVER CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in this staff report;
16. Compliance with all Traffic Engineering comments noted in this staff report;
17. Compliance with all Urban Forestry comments noted in this staff report;

18. Compliance with all Fire Department comments noted in this staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

SITE HISTORY

The subject site was developed as an apartment complex in approximately 1978, and was annexed into the City of Mobile in 1986. After annexation, the site was zoned R-1, Single-Family Residential District.

In August 2005, five (5) of eleven (11) structures on the site were damaged by Hurricane Katrina, and were demolished.

In August 2008, the site came before the Planning Commission for a two (2) lot Subdivision and Planned Unit Development (PUD) to allow multiple buildings on a single building site with shared access and parking. These applications were approved, but allowed to expire.

In August 2011, the site came back before the Planning Commission with a Subdivision application to create two (2) legal lots of record, a PUD to allow multiple buildings on a single building site with shared access and parking between two (2) building sites, and a Rezoning application to rezone the property from R-1 to R-3. All applications were approved, with the Subdivision recorded in Probate Court and the Rezoning approved by the City Council.

STAFF COMMENTS

Engineering Comments:

1. Revise the NAME and other information shown in the TITLE BLOCK that is wrong (i.e. LEIGHTON VILLAGE, TWILLEY BUILDERS, LLC.)
2. Retain NOTES #1 - #8, as shown on the Grandview Pointe Apartments PUD PLAN sheet 1 of 1 dated 3/29/2023.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant has submitted a Major Modification of a Previously Approved Planned Unit Development to allow the construction of six (6) new residential structures with 178 new dwelling units, as well as a new clubhouse, pool, mail kiosk, and dumpster. An existing gazabo is to be removed from the site.

A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

The site plan depicts the existing and proposed structures on the site, but does not provide the number of units that are existing on the site currently, nor the total number of units proposed after the addition, making it difficult for staff to determine if there will be sufficient parking available on the site. The applicant should revise the site plan to provide both the number of existing and proposed units, as well as the number of parking spaces available.

Surrounding properties are located outside of the City of Mobile, in an unincorporated portion of Mobile County, with properties to the South being developed residentially and properties to the Southwest being vacant. As such, if approved, a residential buffer compliant with Section 64-3-8 of the UDC will be required, and should be shown on the site plan.

It should be noted that there is not an existing sidewalk along Marina Drive South. As the site is being redeveloped, the site will either need to provide a sidewalk, or submit a Sidewalk Waiver application to the Planning Commission for consideration. If a sidewalk is to be provided, a pedestrian walkway compliant with the requirements of Article 3, Section 64-3-3 of the UDC must be provided.

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

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

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

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

Maximum allowable height in an R-3 Suburban District is 50 feet.

The size of both existing and proposed buildings should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

It should be noted that because the lot that is proposed to contain the new structures will be a complete redevelopment of the site, it must fully comply with tree planting and landscape area requirements. If approved, a note stating the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at the time of permitting to verify compliance.

A dumpster is shown on the site plan with an enclosure on unknown materials and design. If approved, a note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

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

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

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

The application submitted does not include a legal description for the entire site, and will need to be revised, as the PUD pertains to both Lot 1 and Lot 2 of the Grandview Apartments Subdivision. Furthermore, the site plan states that it is for the "Leighton Village", which is owned by "Twilley Builders, LLC". As this appears to be information from an unrelated project, the site plan should be corrected.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

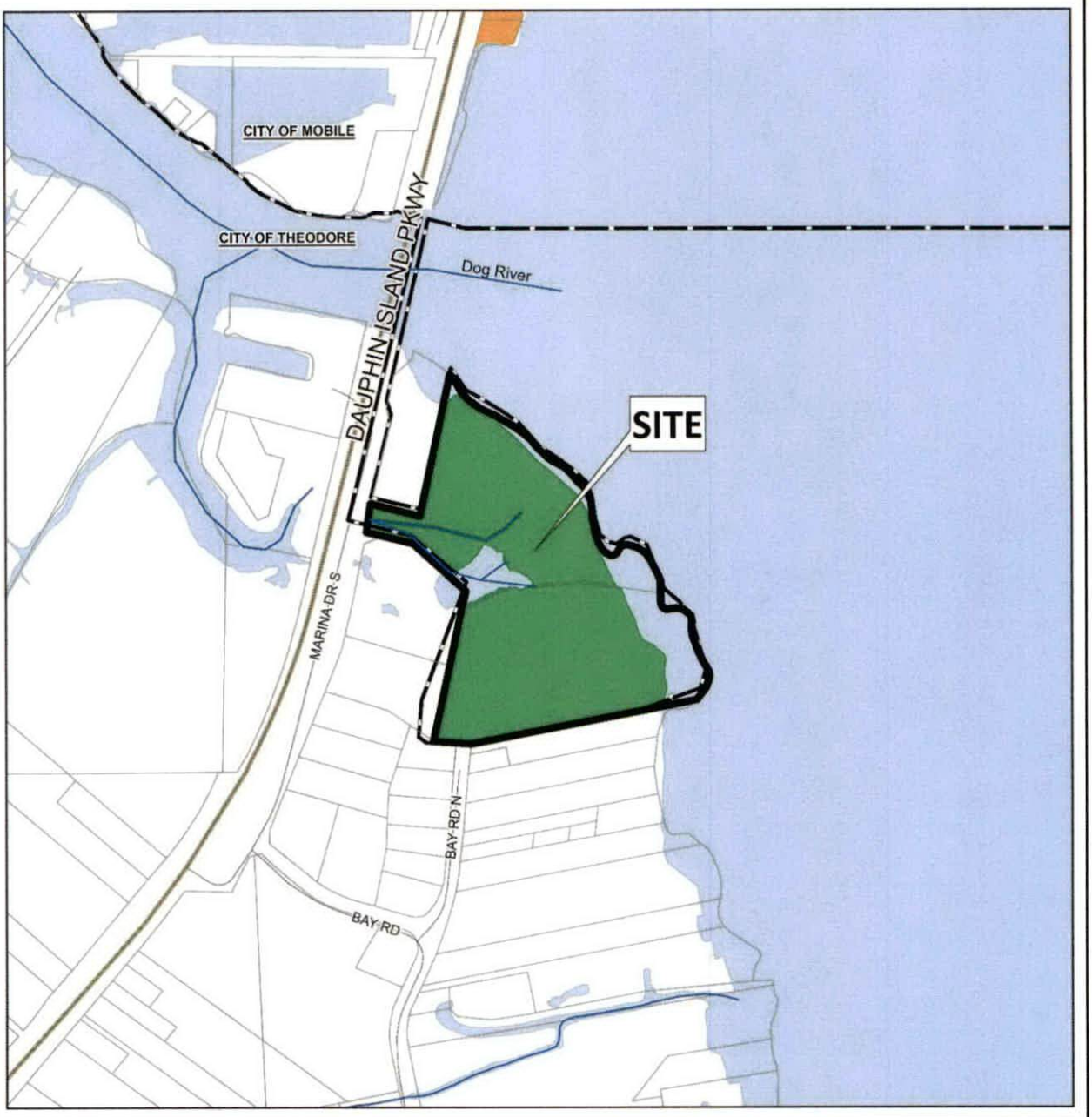
Considerations:

The application should be heldover to the December 18th meeting, with revised information due no later than December 4th, to allow the applicant to provide additional information so that the Planning Commission can ensure the development will comply with UDC standards:

1. Revision of the site plan to include the number of dwelling units, both existing and proposed;
2. Revision of the site plan to include the number of parking spaces, both existing and proposed;
3. Revision of the site plan to include depiction of a sidewalk along Marina Drive South;
4. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
5. Revision of the site plan to depict a residential buffer compliant with Section 64-3-8 of the UDC;
6. Revision of the site plan to either depict bicycle parking spaces or placement of a note stating that the site will provide bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;

9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
10. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements of Section 64-3-7 of the UDC;
11. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
12. Revision of the site plan to include the correct project name and property owner;
13. Revision of the legal description to include both Lot 1 and Lot 2 of the Grandview Apartments Subdivision;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report; and
17. Compliance with all Fire Department comments noted in this staff report.

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE December 18, 2025

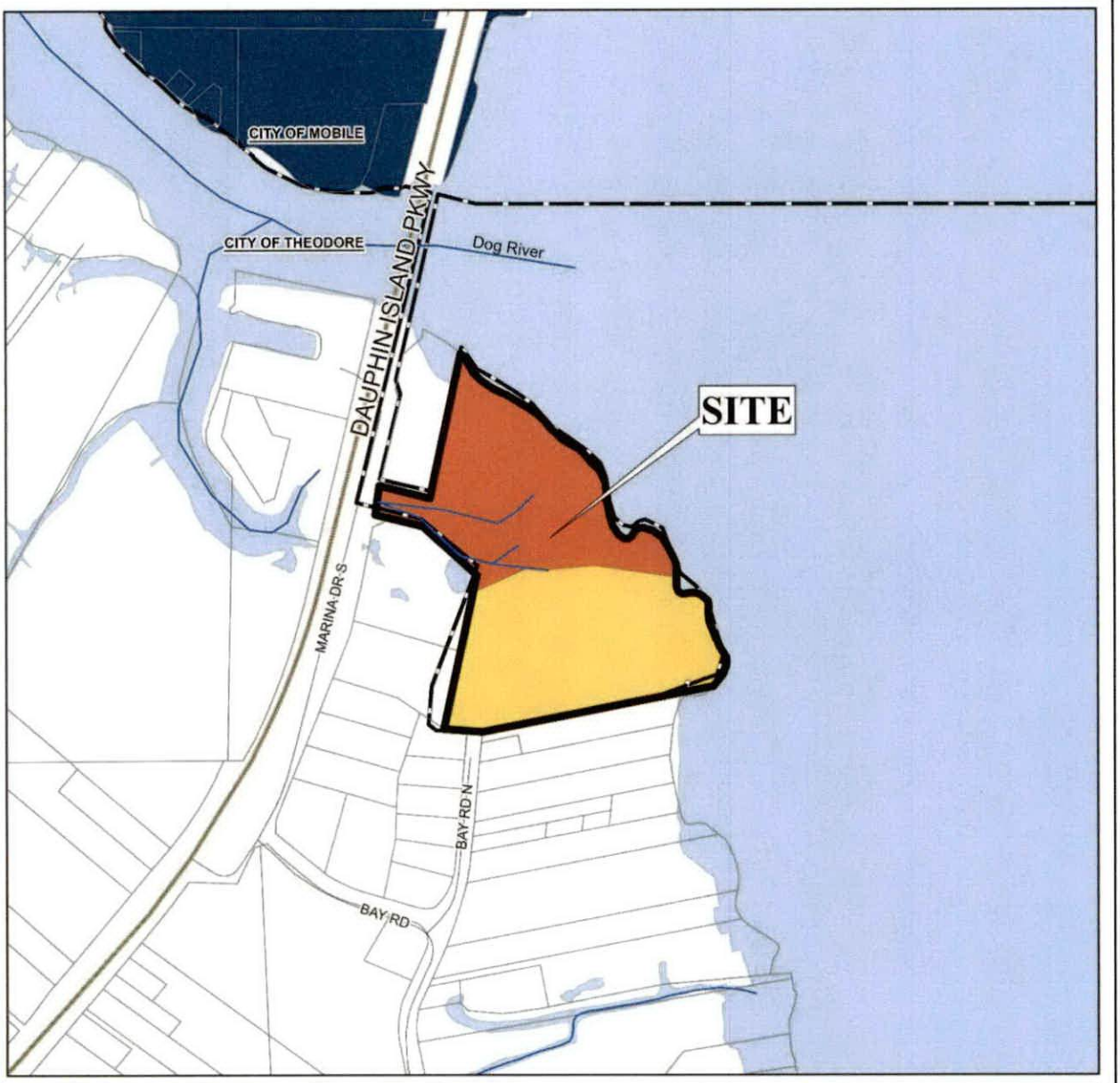
APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

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FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE December 18, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

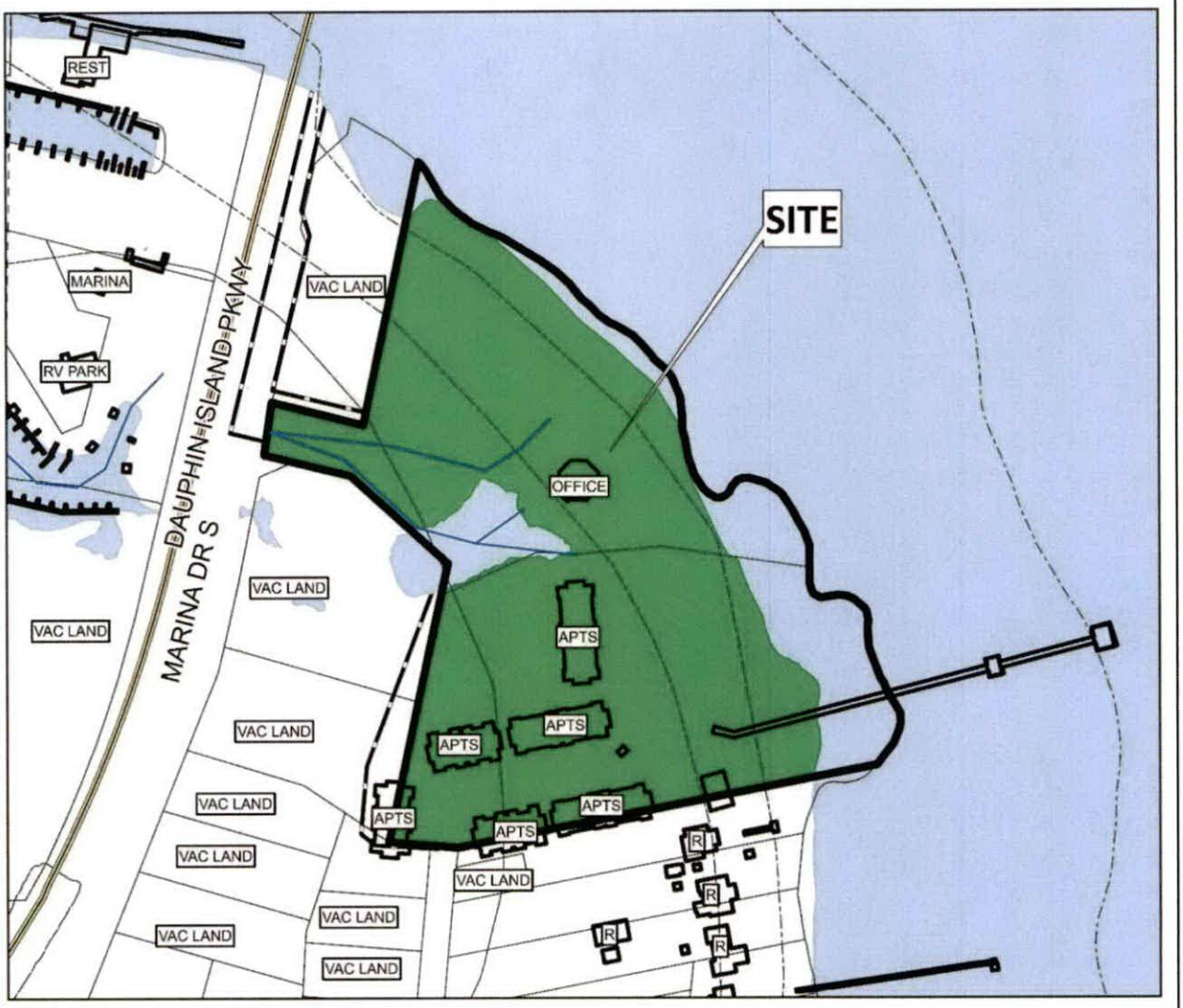
REQUEST PUD Modification

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

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER 4 DATE December 18, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

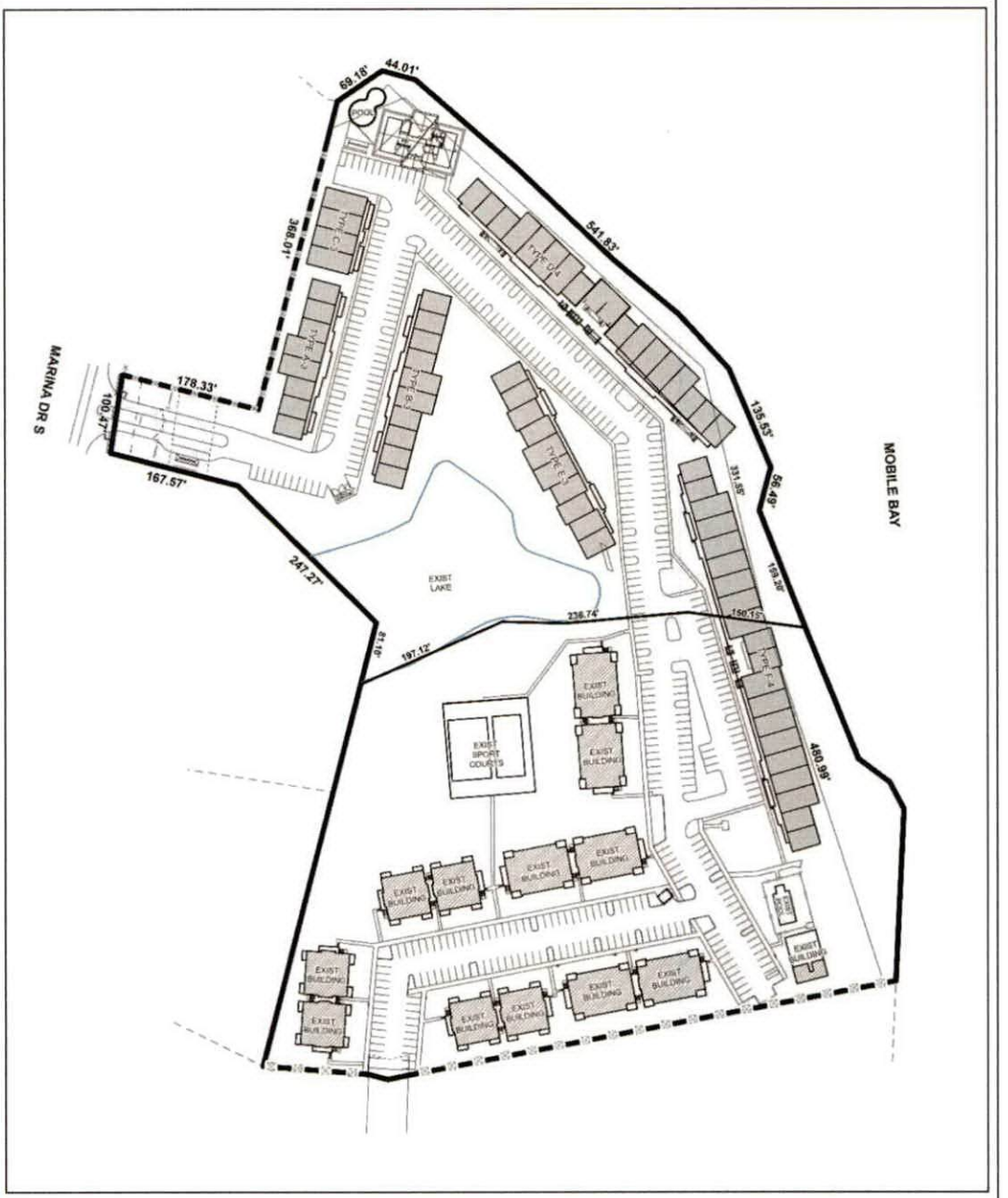
REQUEST PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates existing and proposed buildings, fences, lakes, parking, and drives.

APPLICATION NUMBER	4	DATE	December 18, 2025
APPLICANT	Chris Lieb, Lieb Engineering Company, LLC		
REQUEST	PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example



Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

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- Commercial
- Office

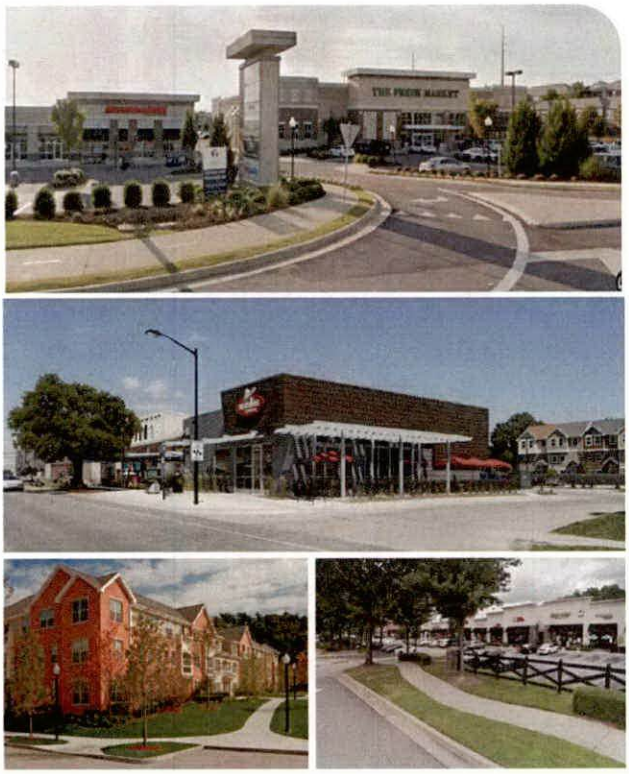
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Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



Planning Commission
November 20, 2025

Agenda Item # 9
MOD-003524-2025

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

Applicant Materials for Consideration

DETAILS

Location:
6151 Marina Drive South

Applicant / Agent:
Chris Lieb, Lieb Engineering Company, LLC

Property Owner:
MACP Grandview II, LLC

Current Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Low Density Residential & Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

Proposal:
- Modification of a previously approved Planned Unit Development

Considerations:
1. Holdover

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER 9 DATE November 20, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

N

NTS

SITE HISTORY

The subject site was developed as an apartment complex in approximately 1978, and was annexed into the City of Mobile in 1986. After annexation, the site was zoned R-1, Single-Family Residential District.

In August 2005, five (5) of eleven (11) structures on the site were damaged by Hurricane Katrina, and were demolished.

In August 2008, the site came before the Planning Commission for a two (2) lot Subdivision and Planned Unit Development (PUD) to allow multiple buildings on a single building site with shared access and parking. These applications were approved, but allowed to expire.

In August 2011, the site came back before the Planning Commission with a Subdivision application to create two (2) legal lots of record, a PUD to allow multiple buildings on a single building site with shared access and parking between two (2) building sites, and a Rezoning application to rezone the property from R-1 to R-3. All applications were approved, with the Subdivision recorded in Probate Court and the Rezoning approved by the City Council.

STAFF COMMENTS

Engineering Comments:

1. Revise the NAME and other information shown in the TITLE BLOCK that is wrong (i.e. LEIGHTON VILLAGE, TWILLEY BUILDERS, LLC.)
2. Retain NOTES #1 - #8, as shown on the Grandview Pointe Apartments PUD PLAN sheet 1 of 1 dated 3/29/2023.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant has submitted a Major Modification of a Previously Approved Planned Unit Development to allow the construction of six (6) new residential structures with 178 new dwelling units, as well as a new clubhouse, pool, mail kiosk, and dumpster. An existing gazabo is to be removed from the site.

A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

The site plan depicts the existing and proposed structures on the site, but does not provide the number of units that are existing on the site currently, nor the total number of units proposed after the addition, making it difficult for staff to determine if there will be sufficient parking available on the site. The applicant should revise the site plan to provide both the number of existing and proposed units, as well as the number of parking spaces available.

Surrounding properties are located outside of the City of Mobile, in an unincorporated portion of Mobile County, with properties to the South being developed residentially and properties to the Southwest being vacant. As such, if approved, a residential buffer compliant with Section 64-3-8 of the UDC will be required, and should be shown on the site plan.

It should be noted that there is not an existing sidewalk along Marina Drive South. As the site is being redeveloped, the site will either need to provide a sidewalk, or submit a Sidewalk Waiver application to the Planning Commission for consideration. If a sidewalk is to be provided, a pedestrian walkway compliant with the requirements of Article 3, Section 64-3-3 of the UDC must be provided.

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

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

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

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

Maximum allowable height in an R-3 Suburban District is 50 feet.

The size of both existing and proposed buildings should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

It should be noted that because the lot that is proposed to contain the new structures will be a complete redevelopment of the site, it must fully comply with tree planting and landscape area requirements. If approved, a note stating the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at the time of permitting to verify compliance.

A dumpster is shown on the site plan with an enclosure on unknown materials and design. If approved, a note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

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

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

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

The application submitted does not include a legal description for the entire site, and will need to be revised, as the PUD pertains to both Lot 1 and Lot 2 of the Grandview Apartments Subdivision. Furthermore, the site plan states that it is for the "Leighton Village", which is owned by "Twilley Builders, LLC". As this appears to be information from an unrelated project, the site plan should be corrected.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;

4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

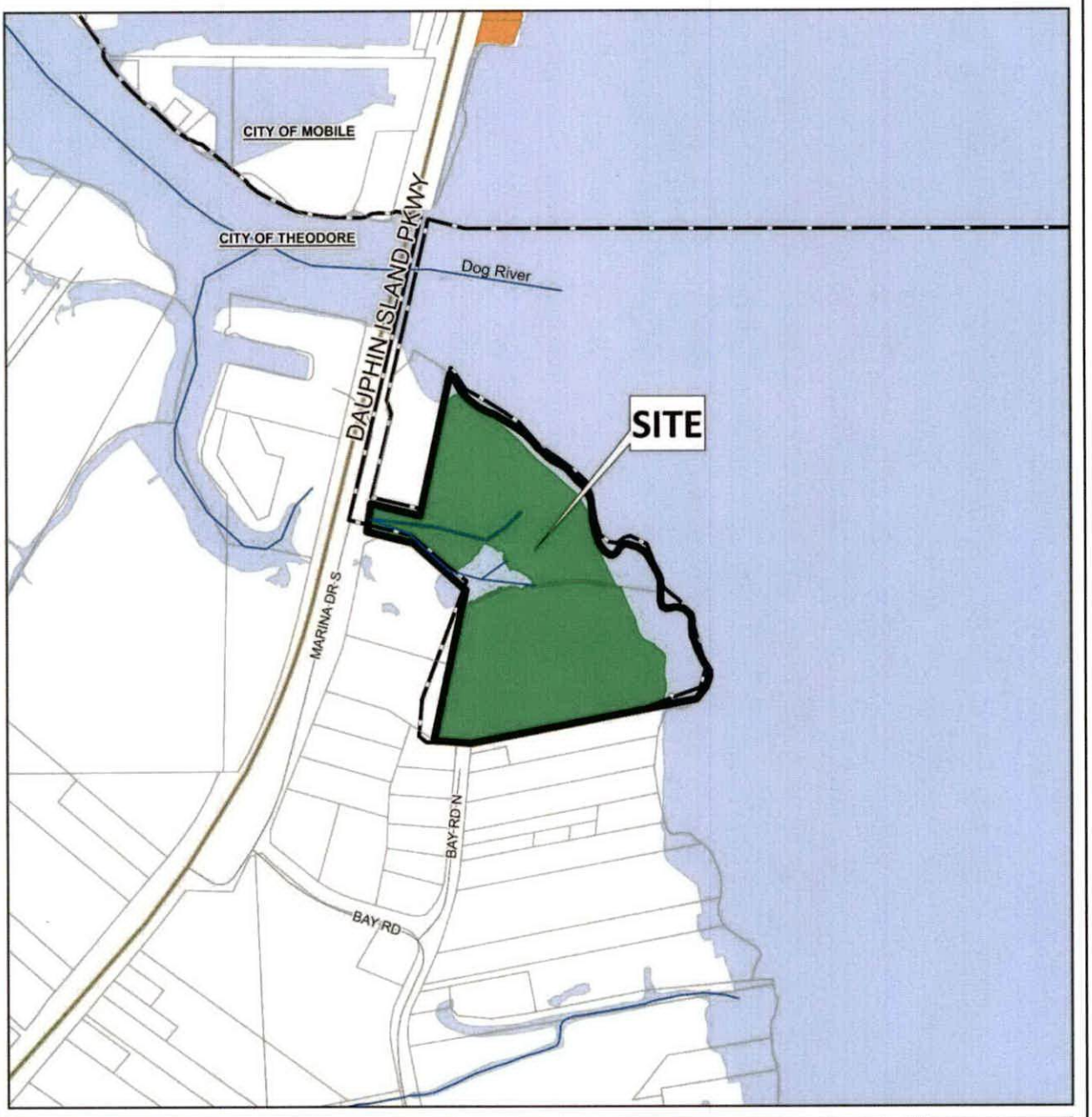
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

The application should be heldover to the December 18th meeting, with revised information due no later than December 4th, to allow the applicant to provide additional information so that the Planning Commission can ensure the development will comply with UDC standards:

1. Revision of the site plan to include the number of dwelling units, both existing and proposed;
2. Revision of the site plan to include the number of parking spaces, both existing and proposed;
3. Revision of the site plan to include depiction of a sidewalk along Marina Drive South;
4. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
5. Revision of the site plan to depict a residential buffer compliant with Section 64-3-8 of the UDC;
6. Revision of the site plan to either depict bicycle parking spaces or placement of a note stating that the site will provide bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
10. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements of Section 64-3-7 of the UDC;
11. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
12. Revision of the site plan to include the correct project name and property owner;
13. Revision of the legal description to include both Lot 1 and Lot 2 of the Grandview Apartments Subdivision;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report; and
17. Compliance with all Fire Department comments noted in this staff report.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE November 20, 2025

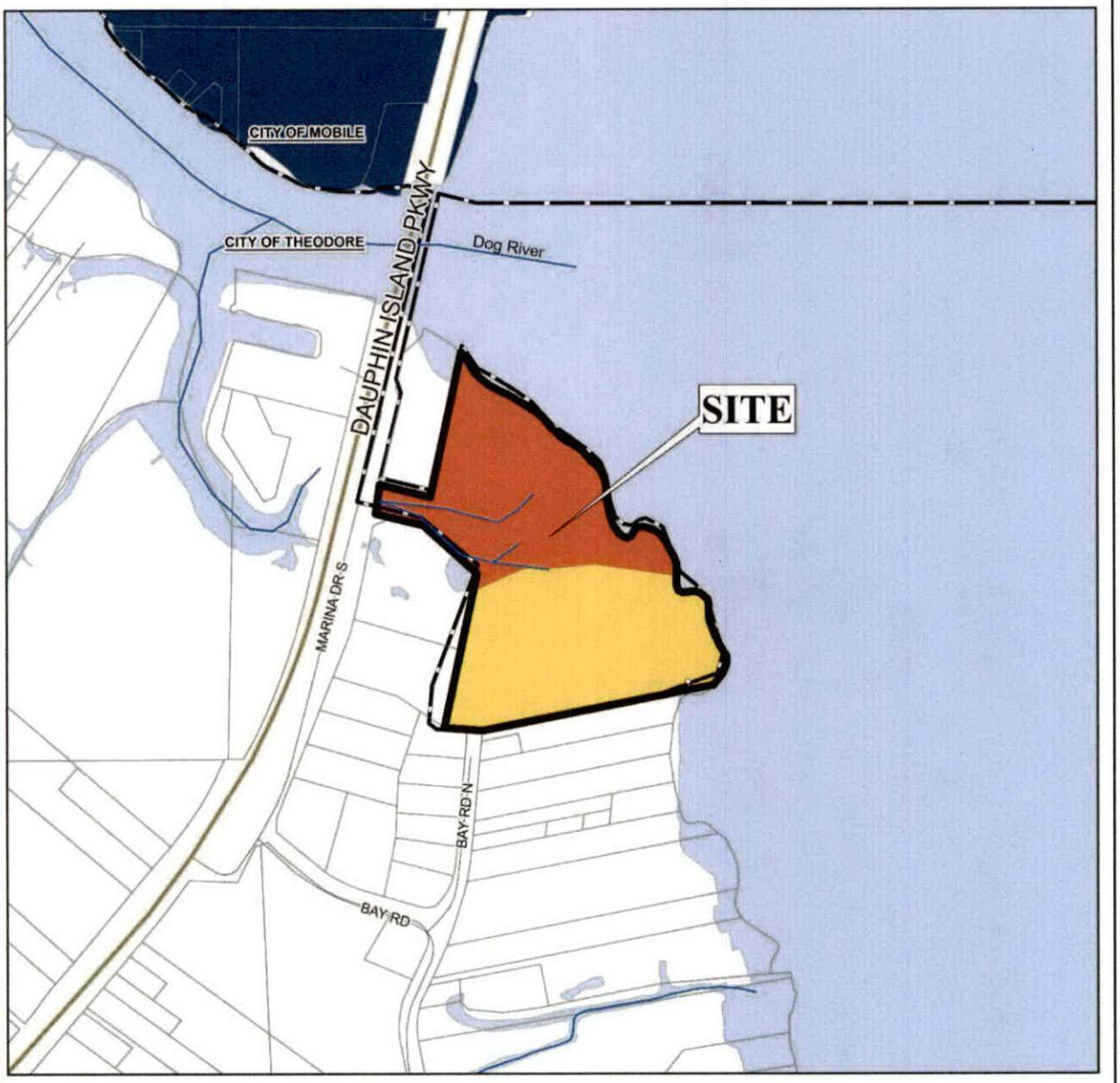
APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE November 20, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

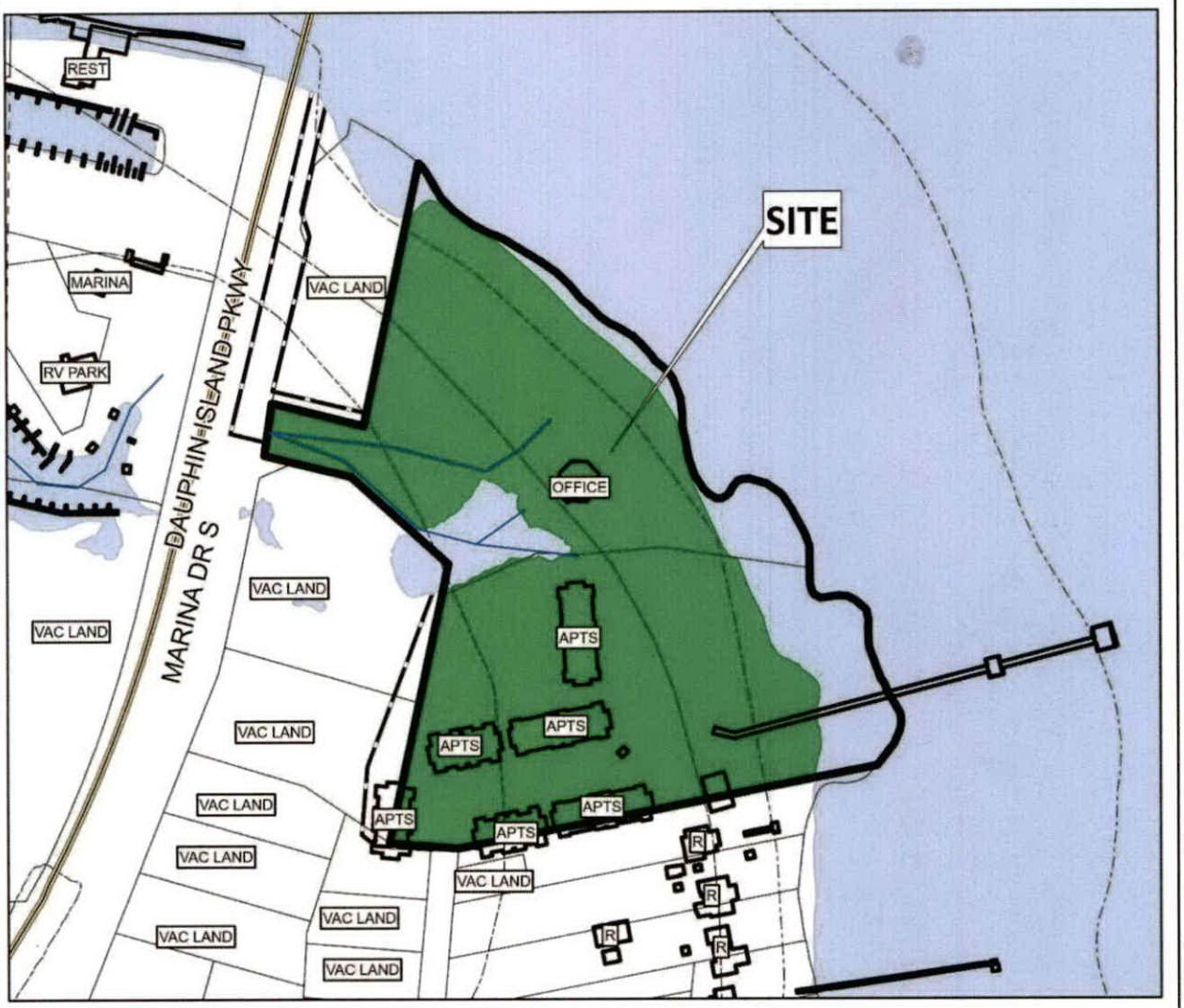
REQUEST PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER 9 DATE November 20, 2025

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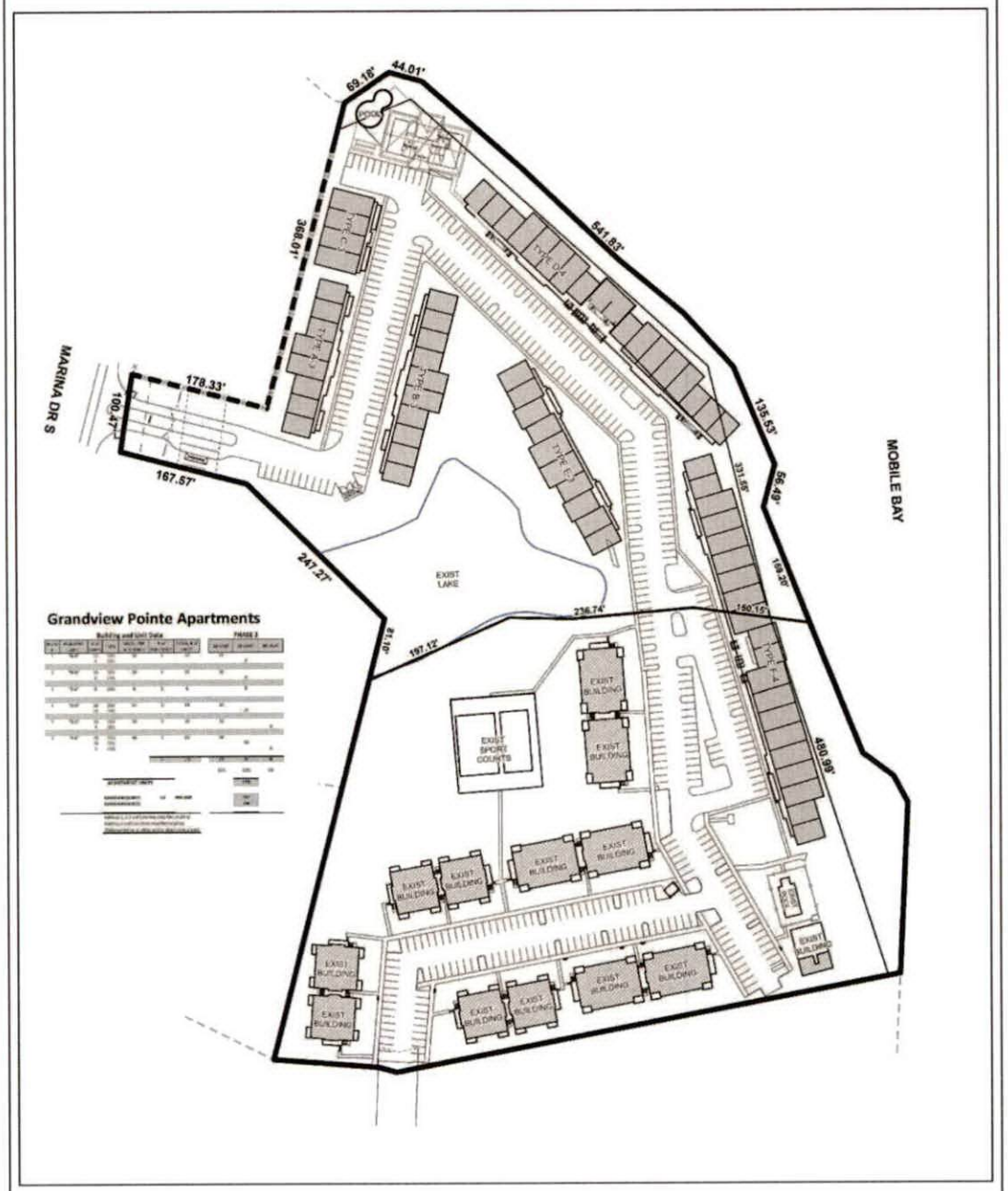
REQUEST PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates existing and proposed buildings, lakes, parking, and drives.

APPLICATION NUMBER	9	DATE	November 20, 2025
APPLICANT	Chris Lieb, Lieb Engineering Company, LLC		
REQUEST	PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

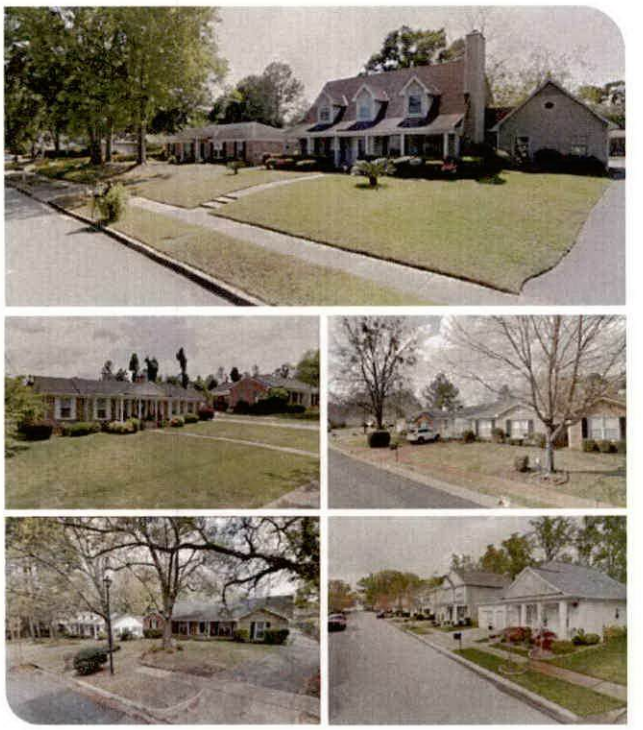
□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LOW DENSITY RESIDENTIAL (LDR)

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Character Example



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Land use mix

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Secondary Uses

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- Civic
- Parks

Housing mix

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- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

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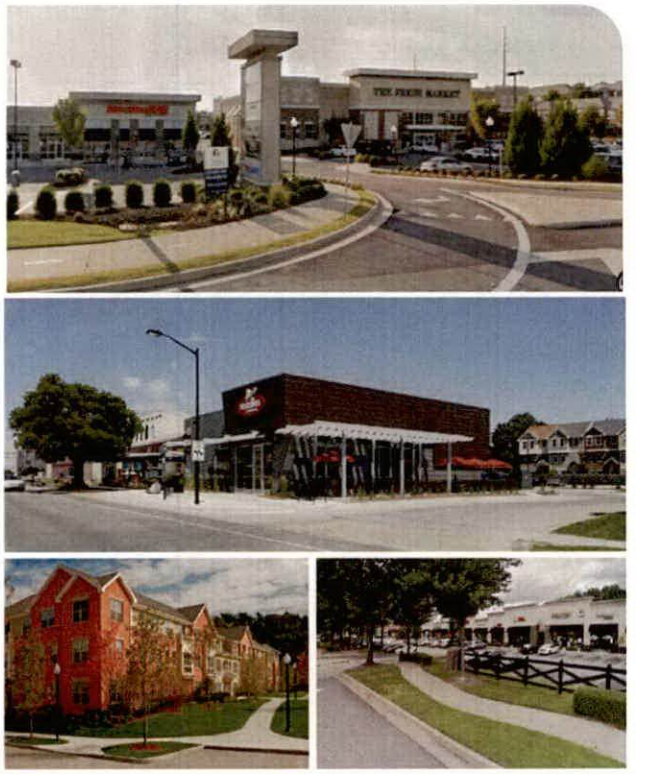
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



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 ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Favor Residential Care to operate a Shuttle 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 February 24, 2026, at 10:30 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

RESOLUTION

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

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Abraham Brown individually or on behalf of _____, 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.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Abraham Brown - Favor Residential Care

Business Address: Favor Residental Care / 3310 Lacoste Rd Mobile, AL. 36618

Telephone: _____ Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: SSN: _ _____

Residence Address:

Address City State Zip code

Telephone Numb ___ Driver's License #: _____

Residing in Mobile County: Years: 61 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 ___/___/___
(Alien # or Admission # _____)

CITY CLERK DEPARTMENT
2026 JAN 16 PM 3:51

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Sharon Brown individually or on behalf of Favor Residential Care, 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.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Sharon Brown / Favor Residential Care, LLC

Business Addre

Telephone: (2

Business Inform

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ N: _____

Residence Address:

Address City State Zip code

Telephone Numb Driver's License #: _____

Residing in Mobile County: Years: 25 Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

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

CITY CLERK DEPARTMENT
2026 JAN 16 PM 3:50

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _ Other: (please specify) _____

Business Address: _
(If different from ad

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Abraham Brown	CEO	3310 Lacoste Rd	
Abraham Brown - Sharon Brown	CEO		

D. List all unpaid judgements against any person listed in Part II C, 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:

Name	Date	Amount	Location	Disposition
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☑ Shuttle ☑ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days 8-5

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Toyota	Year:	2026	Model:	Grand Highlander
Make:		Year:		Model:	
Make:		Year:		Model:	

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

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. 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 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Abraham Brown

Applicant's Signature

NAME OF ENTITY:

Favor Residential Care LLC

By: _____

Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 15th **DAY OF** January, 2026

LaToya R. Carter-Blunt

Notary Public

LATOYA R CARTER-BLUNT
NOTARY PUBLIC
MY COMMISSION EXPIRES
03-07-2027
ALABAMA STATE AT LARGE

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. 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 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:
FAVOR RESIDENTIAL CARE LLC

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 15th **DAY OF** January, 2026

Notary Public

LATOYA R CARTER-BLUNT NOTARY PUBLIC MY COMMISSION EXPIRES 03-07-2027 ALABAMA STATE AT LARGE

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	BROWN, ABRAHAM U		
Address:		**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	61
Weight:	190	**Eyes:**	BROWN
Height:	5'11"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:** ___-__-____
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: Laurie Addison
DATE: 1/15/26

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	BROWN, SHARON CAMPBELL		
Address:		**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	60
Weight:	160	**Eyes:**	BROWN
Height:	5'02"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:**
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: Laverne Addison

DATE: 1/15/26

From:	cityofmobile@forms.dwdgo.net
To:	City Clerk
Subject:	CityofMobile.org: Addressing City Council Submission
Date:	Thursday, February 19, 2026 1:26:58 PM

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

Name: Walter Moorer

Date To Address Council: 2026-02-24

Address: 409 Chin Street

Email: ora0127@gmail.com

Phone: 251-404-7766

Subject And Specific Questions: Something needs to be done about the 25 years of Noise Ordinance violations from overnight operations at the APAC Alabama (formerly HO Weaver) asphalt plant that me and my Magazine Point neighbors in the Africatown Historic District have suffered. I will speak on this, as I have before. I am prayerful that things will change eventually.

Pertain To City Business: I have complained to 311 repeatedly for years. I have called the Mobile PD non-emergency contact for years. Most recently, I was told by Mobile PD that nothing can be done, but this is unacceptable. Mobile PD undertook enforcement efforts before but announced them beforehand, so, of course, the business complied. I have recordings and journal logs going back years documenting how many times I've been woken up in the middle of the night from industrial noise that clearly violates the City's Noise Ordinance. The City cannot simply choose to enforce its ordinances for some but not everyone.

Signature: Walter Moorer

Signature Verify: X

Agree: X

Date Submitted: 2026-02-19 13:26:54

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

From: cityofmobile@forms.dwdgo.net
To: City Clerk
Subject: CityofMobile.org: Addressing City Council Submission
Date: Thursday, February 19, 2026 1:33:07 PM

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

Name: Ramsey Sprague

Date To Address Council: 2026-02-24

Address: 63 S Fulton Street

Email: ramsey@mejacoalition.org

Phone: 251-308-5872

Subject And Specific Questions: Something needs to be done about the 25 years of Noise Ordinance violations from overnight operations at the APAC Alabama (formerly HO Weaver) asphalt plant that Chin Street, Magazine Point residents of the Africatown Historic District have suffered. I am the President of the Mobile Environmental Justice Action Coalition, which was formed in September 2013 by Africatown residents in partnership with Africatown stakeholders and regional advocates with the mission to engage and organize with Mobile, Alabamaâ€™s most threatened communities in order to defend the inalienable rights to clean air, water, soil, health, and safety; to promote environmental justice; and to take direct action when the government fails to do so, ensuring community self-determination. I will speak on these issues, as I have before. I am prayerful that things will change eventually.

Pertain To City Business: The City cannot simply choose to enforce its ordinances for some but not everyone.

Signature: Ramsey Sprague

Signature Verify: X

Agree: X

Date Submitted: 2026-02-19 13:33:01

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

From:	cityofmobile@forms.dwdgo.net
To:	City Clerk
Subject:	CityofMobile.org: Addressing City Council Submission
Date:	Thursday, February 19, 2026 1:36:34 PM

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

Name: Guardian angel addressing llc

Date To Address Council: 2026-02-24

Address: 761 donald st

Email: guardianangeladdressing@gmail.com

Phone: 251228-7055

Subject And Specific Questions: Iâ€™m the community safety director for GUARDIAN ANGEL ADDRESSING LLC

Pertain To City Business: We help emergency responders locate homes faster with professional curbside addresses because every second counts in an emergency. Curbside addresses strengthen communities safety and update infrastructure in the community

Signature: Coach Marlon Winston

Signature Verify: X

Agree: X

Date Submitted: 2026-02-19 13:36:28

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

From:	cityofmobile@forms.dwdgo.net
To:	City Clerk
Subject:	CityofMobile.org: Addressing City Council Submission
Date:	Thursday, February 19, 2026 1:37:50 PM

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

Name: Joshua Jones

Date To Address Council: 2026-02-19

Address: 8831 Kenston Ct. Mobile, AL 36619

Email: joshuajones@health.southalabama.edu

Phone: 8502926349

Subject And Specific Questions: Violence Prevention framing and Initiatives

Pertain To City Business: Providing knowledge of resources and potential solutions to the issue of violence.

Signature: Joshua Jones

Signature Verify: X

Agree: X

Date Submitted: 2026-02-19 13:37:42

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

From:	cityofmobile@forms.dwdgo.net
To:	City Clerk
Subject:	CityofMobile.org: Addressing City Council Submission
Date:	Thursday, February 19, 2026 2:01:12 PM

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

Name: Estella Trotter

Date To Address Council: 2026-02-24

Address: Homeless

Email: f.trotter20@gmail.com

Phone: 251 455-2040

Subject And Specific Questions: City of Mobile top officials to include city council, to properly vett and appoint Mobile Housing Board commissioners. In turn the Mobile Housing Authority Executive Director is not vetted properly. The residents of public housing have had years of being violated due to this systematic practice. HUD established federal laws that have been intentionally abused to push the best interest of the city of Mobile, in this case economic development. Destroying historic black neighborhoods.

Pertain To City Business: C

Signature: City failed to address these issues knowing residents were being attacked for addressing these rights

Signature Verify: X

Agree: X

Date Submitted: 2026-02-19 14:00:58

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

Pafenbach, Lana

From: City Clerk
Sent: Friday, February 20, 2026 8:01 AM
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

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From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, February 19, 2026
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: Olivier Charles
Date To Address Council: 2026-02-24
Address: 351 North Broad Street, Mobile 36604
Email: anitra@lyvvenow.com
Phone: 2516481948
Subject And Specific Questions: Address the City Council to thank MPD for their leadership during the threat on campus at Bishop State Community College
Pertain To City Business: Acknowledgement that Mobile's Public Safety professionals are trained and ready to keep all citizens safe
Signature: Olivier Charles, President of Bishop State Community College prepared by Anitra Belle Henderson
Signature Verify: X
Agree: X
Date Submitted: 2026-02-19 21:29:07

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

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 580 Providence Park Drive East

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 13, 2026**, a public hearing will be held on the **18th** day of **February, 20226**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Modification of a Previously Approved Planned Unit Development for property located at 580 Providence Park Drive East.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on June 21, 2021, to amend a previously approved Master Plan for the property located at 580 Providence Park Drive East and described as follows:

LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION RESUBDIVISION OF LOT 3A AS RECORDED ON INSTRUMENT NUMBER 2021063287 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA
AND
LOT 2A, PROVIDENCE PARK POB WEST, NORTH ADDITION, AS RECORDED IN MAP BOOK 129, PAGE 81 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

WHEREAS, on November 17, 2025, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites.

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

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;

3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;
5. Provision of a compliant photometric site plan at the time of permitting;
6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;
3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;

5. Provision of a compliant photometric site plan at the time of permitting;
6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of February, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 21st day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **580 Providence Park Drive East.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **June 21, 2021.** The owner of said property has applied for a Major Modification of a **previously approved Planned Unit Development amending a previously approved master plan, to allow the construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites.** If approved, the modification will **allow the construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites,** subject to the following proposed conditions: 1. Revision of the site plan to clearly delineate the 32 proposed parking spaces; 2. Revision of the site plan to correctly count all existing and proposed parking spaces; 3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface; 4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements; 5. Provision of a compliant photometric site plan at the time of permitting; 6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 7. Compliance with all Engineering comments noted in the staff report; 8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report; 9. Compliance with all Urban Forestry comments noted in the staff report; 10. Compliance with all Fire Department comments noted in the staff report; 11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and, 12. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on **June 21, 2021,** to **amend a previously approved Master Plan** for the property located at **580 Providence Park Drive East** and described as follows:

LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION RESUBDIVISION OF LOT 3A AS RECORDED ON INSTRUMENT NUMBER 2021063287 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA
AND
LOT 2A, PROVIDENCE PARK POB WEST, NORTH ADDITION, AS RECORDED IN MAP BOOK 129, PAGE 81 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

WHEREAS, on **November 17, 2025**, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development **amending a previously approved master plan, to allow construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites.**

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

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;
3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;
5. Provision of a compliant photometric site plan at the time of permitting;
6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;
3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;
5. Provision of a compliant photometric site plan at the time of permitting;
6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Thomas Bender, Bender Clinics, LLC
580 Providence Park Drive East
Council District 6
Josh Woods

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

December 30, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **December 18, 2025**, considered the request of **Thomas Bender, Bender Clinics, LLC**, for a Major Modification of a previously approved Planned Unit Development **amending a previously approved master plan, to allow the construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites** for the property located at **580 Providence Park Drive East.**

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

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;
3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;
5. Provision of a compliant photometric site plan at the time of permitting;
6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;

11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 22, 2025

Thomas Bender, Bender Clinics, LLC
ATTN: Thomas Bender
6806 Bordeaux Lane
Fairhope, Alabama 36532

Re: 580 Providence Park Drive East
MOD-003555-2025
Thomas Bender, Bender Clinics, LLC
District 6
Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow the construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites

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

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

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

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

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

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;
3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;
5. Provision of a compliant photometric site plan at the time of permitting;
6. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$529.72.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

Outlook

Thomas Bender, Bender Clinics, LLC (MOD-003555-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 11/17/2025 9:56 AM
To Carah Vuncannon <cvuncannon@mcwinc.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>; Don Whittington <dwhitt@mcwinc.com>; Benjamin Cummings <ben@cummings-architecture.com>

Good morning,

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

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

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

If all outstanding items are resolved **by noon, today (November 17, 2025),** the application will be placed on the **December 18, 2025, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

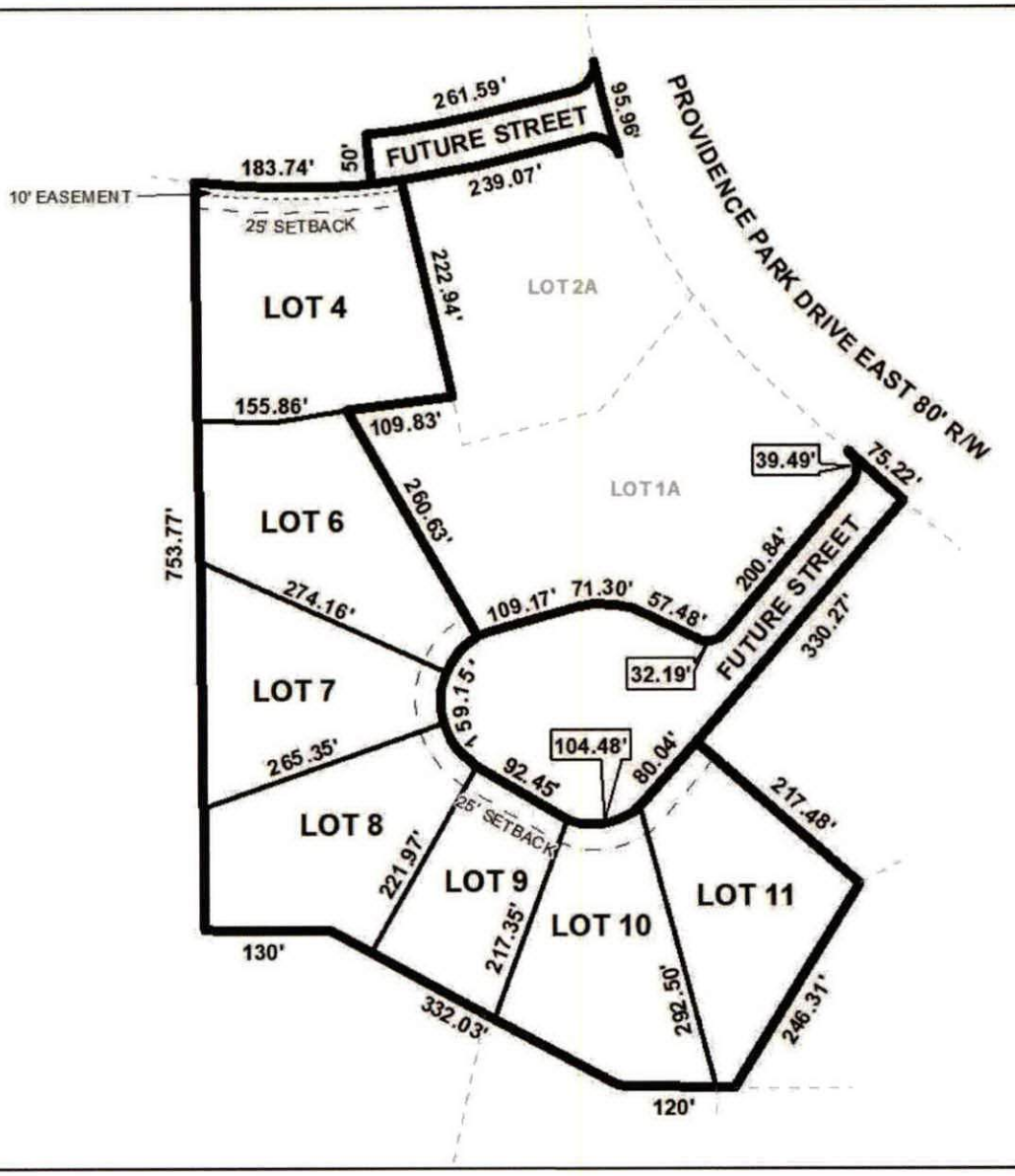
IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

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

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

SITE PLAN



The site plan illustrates proposed lots, private streets, setbacks and an easement.

APPLICATION NUMBER 1 DATE June 17, 2021

APPLICANT Providence Park POB West Subdivision
North Addition, Resubdivision of Lot 3A

REQUEST Subdivision, Planned Unit Development

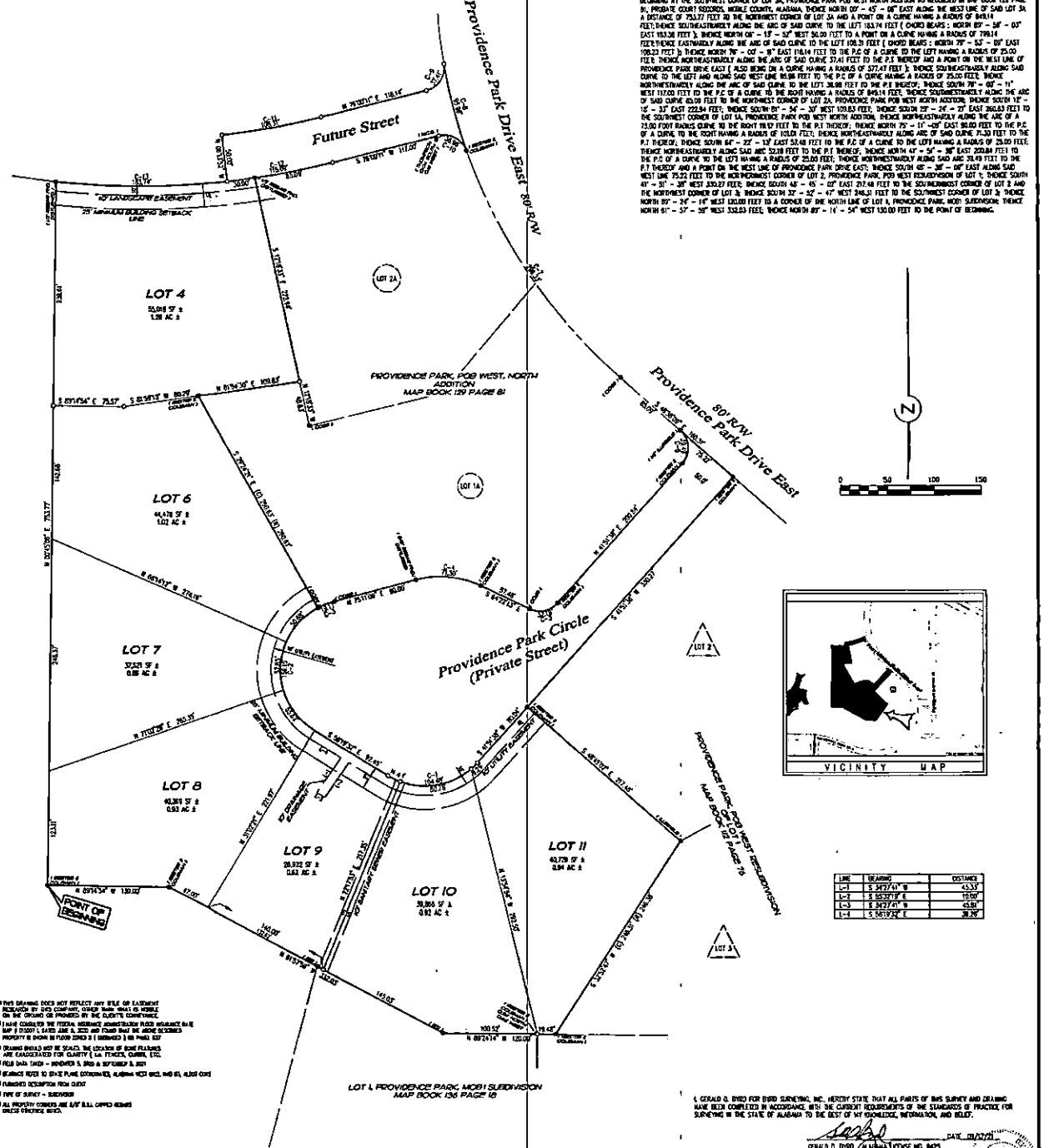
N

NTS

Doc: MAP Don Davis, Judge of Probate Mobile County, AL Rec: $13.00
Clerk: KROBINSON

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3A, PROVIDENCE PARK POB WEST NORTH ADDITION AS RECORDED IN MAP BOOK 135 PAGE 81; PRIVATE COURT RECORDED, MOBILE COUNTY, ALABAMA, THENCE NORTH 02° - 45' - 08" EAST ALONG THE WEST LINE OF SAID LOT 3A A DISTANCE OF 753.77 FEET TO THE NORTHWEST CORNER OF LOT 3A AND A POINT ON A CURVE HAVING A RADIUS OF 849.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT 183.74 FEET (CHORD BEARS : NORTH 89° - 58' - 03" EAST 183.38 FEET); THENCE NORTH 06° - 17' - 52" WEST 54.09 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 799.14 FEET; THENCE EASTWARDLY ALONG THE ARC OF SAID CURVE TO THE LEFT 108.31 FEET (CHORD BEARS : NORTH 79° - 53' - 09" EAST 108.23 FEET); THENCE NORTH 76° - 02' - 11" EAST 118.14 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE 37.41 FEET TO THE P.T. THEREOF AND A POINT ON THE WEST LINE OF PROVIDENCE PARK DRIVE EAST (ALSO BEING ON A CURVE HAVING A RADIUS OF 527.47 FEET); THENCE SOUTHEASTWARDLY ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST LINE 161.58 FEET TO THE P.C. OF A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO THE LEFT 38.98 FEET TO THE P.T. THEREOF; THENCE SOUTH 79° - 01' - 11" WEST 117.00 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 849.14 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 65.09 FEET TO THE NORTHWEST CORNER OF LOT 2A, PROVIDENCE PARK POB WEST NORTH ADDITION; THENCE SOUTH 12° - 16' - 33" EAST 222.84 FEET; THENCE SOUTH 81° - 34' - 30" WEST 109.83 FEET; THENCE SOUTH 29° - 24' - 23" EAST 266.83 FEET TO THE SOUTHWEST CORNER OF LOT 1A, PROVIDENCE PARK POB WEST NORTH ADDITION; THENCE NORTHEASTWARDLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 19.12 FEET TO THE P.T. THEREOF; THENCE NORTH 75° - 17' - 09" EAST 90.00 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1010.11 FEET; THENCE NORTHEASTWARDLY ALONG ARC OF SAID CURVE 71.30 FEET TO THE P.T. THEREOF; THENCE SOUTH 64° - 22' - 13" EAST 57.48 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTWARDLY ALONG SAID ARC 53.28 FEET TO THE P.T. THEREOF; THENCE NORTH 47° - 54' - 38" EAST 200.84 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTWARDLY ALONG SAID ARC 39.49 FEET TO THE P.T. THEREOF AND A POINT ON THE WEST LINE OF PROVIDENCE PARK DRIVE EAST; THENCE SOUTH 42° - 38' - 00" EAST ALONG SAID WEST LINE 75.22 FEET TO THE NORTHERMOST CORNER OF LOT 2, PROVIDENCE PARK, POD WEST RESUBDIVISION OF LOT 1; THENCE SOUTH 41° - 35' - 38" WEST 230.27 FEET; THENCE SOUTH 48° - 45' - 02" EAST 217.48 FEET TO THE SOUTHERNMOST CORNER OF LOT 2 AND THE NORTHWEST CORNER OF LOT 3; THENCE SOUTH 32° - 52' - 47" WEST 246.31 FEET TO THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH 89° - 24' - 14" WEST 120.00 FEET TO A CORNER OF SAID NORTH LINE OF LOT 4, PROVIDENCE PARK, MOBI SUBDIVISION; THENCE NORTH 61° - 57' - 52" WEST 332.63 FEET; THENCE NORTH 89° - 14' - 54" WEST 130.00 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L-1	S 34°27'41" W	45.33'
L-2	S 55°37'19" E	15.00'
L-3	S 34°27'41" W	45.86'
L-4	S 56°19'32" E	38.29'

CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD LENGTH	CHORD BEARING
C-1	7°08'58"	104.49'	25.00'	65.72'	96.72'	S 21°40'52" E
C-2	12°28'01"	108.15'	25.00'	136.56'	120.47'	S 25°41'05" W
C-3	11°38'49"	79.17'	25.00'	67.64'	116.17'	S 83°51'47" W
C-4	49°26'58"	74.30'	86.00'	17.28'	99.83'	S 64°25'45" E
C-5	7°08'58"	30.11'	25.00'	18.78'	76.72'	S 78°54'52" E
C-6	90°00'00"	39.48'	25.00'	25.12'	35.51'	S 43°41'41" E
C-7	29°30'37"	396.33'	577.47'	139.48'	284.09'	S 34°26'38" E
C-8	9°31'17"	95.98'	577.47'	48.12'	95.87'	S 19°20'51" W
C-9	85°43'06"	37.41'	25.00'	23.39'	34.01'	S 33°58'38" E
C-10	84°13'54"	36.98'	25.00'	22.86'	33.76'	S 51°35'57" W
C-11	7°45'28"	108.84'	799.14'	54.54'	108.67'	S 75°51'58" E
C-12	7°45'28"	103.09'	849.14'	57.67'	103.02'	S 75°51'58" E
C-13	12°23'04"	183.74'	849.14'	92.33'	183.38'	S 89°49'05" E

NOTES:

1. NO STRUCTURES ARE ALLOWED IN ANY EASEMENTS, WITHOUT PRIOR APPROVAL OF THE EASEMENT HOLDER;

2. AS SHOWN ON THE 1984 AERIAL PHOTO (FLIGHT 18 - 6) LOTS 4 AND 8-11 WILL RECEIVE HISTORICAL CREDIT OF EXISTING (1984) IMPERVIOUS AREA TOWARDS STORMWATER DETENTION REQUIREMENT PER MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL) AS FOLLOWS: LOT 4 - NONE, LOT 9 - NONE, LOT 7 - NONE, LOT 8 - NONE, LOT 6 - NONE, LOT 10 - NONE, LOT 11 - NONE.

3. LAND DISTURBANCE, PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

4. APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT.

5. SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.

6. ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREAS, AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.

7. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.

8. STREET ACCESS FOR THE PROPOSED LOTS, IN TERMS OF NUMBER, SIZE LOCATION, AND DESIGN, ARE TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. EXISTING DEVELOPED SITES ARE LIMITED TO THE DRIVEWAYS AS ILLUSTRATED ON THE APPROVED PUD, WITH ANY CHANGES IN SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

① = SOUTH EASTERNMOST POINT OF LOT 3A, POB WEST, NORTH ADDITION							
② = SOUTH EASTERNMOST POINT OF LOT 2A, POB WEST, NORTH ADDITION							
③ = SOUTH EASTERNMOST POINT OF LOT 1A, POB WEST, NORTH ADDITION							
④ = NORTH EASTERNMOST POINT OF LOT 1, POB WEST RESUBDIVISION							

APPROVED: MOBILE CITY PLANNING COMMISSION
ITS SECRETARY — DATE 9-22-2021

APPROVED: TRAFFIC ENGINEER — DATE 9-23-2021

APPROVED: CITY ENGINEER — DATE

OWNER : ASCENSION - PROVIDENCE HEALTH SYSTEM
TODD KENNEDY, PRESIDENT

I, GERALD D. BYRD FOR BYRD SURVEYING, INC. HEREBY STATE 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.

GERALD D. BYRD, ALABAMA LICENSE NO. 8425 — DATE 09/22/21

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT TODD KENNEDY, WHOSE NAME AS PRESIDENT OF ASCENSION - PROVIDENCE HEALTH SYSTEM, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 21st DAY OF Sept., 2021.

NOTARY PUBLIC — MY COMMISSION EXPIRES

PROVIDENCE PARK, POB WEST, NORTH ADDITION RESUBDIVISION OF LOT 3A

BYRD SURVEYING, INC.

2609 HALLS MILL ROAD — MOBILE, ALABAMA
(251) 476-5010 — BYRD@BYRDSURVEYING.BIZ
SCALE : 1" = 50' — SEPTEMBER 17, 2021

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Thomas Reider III, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at Lot 4 Providence Park W

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Ben Cummings
Designee (1)

Ben@Cummings-architecture.com
Email

251 433 9600
Phone Number

Signature of Property Owner

Designee (2)

Email

Phone Number

Date

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

- ☐ **Conditional Use Permits** — Checklist A
- ☐ **Planned Development** — Checklist C
- ☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☒ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D
- ☐ **Terminating a Previously approved Planned Unit Development** — Checklist E

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

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

	Applicant	Agent (If Applicable)
Address:	6806 Bordeaux Ln. Fairhope Al 36532	
Email:		ben@cummings-architecture.com
Phone:		251-433-9600
Email:		
Name:	Thomas Bender	

	Owner	Design Professional
Name:	Thomas Bender	Don Whittington
Firm:	Bender Clinics LLC	McCrory & Williams Inc.
Phone:		251.476.4720
Email:		dwhitt@mcwinc.com
Address:	6806 Bordeaux Ln. Fairhope Al 36532	3207 International Dr. Mobile Al. 36606

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION RESUBDIVISION OF LOT 3A — 1.26 Acres

Property Address — Property Area (acres or square feet)

R022804203000008.051

Parcel Number(s) or Key Number(s)

B-3

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature — 15 Nov 2025 — Date

Applicant or Agent Signature (if applicable) — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature — 15 Nov 2025 — Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The proposed parking lot addition to an existing dermatology clinic is one more addition to the expanding Providence Medical Complex.

   B-3 Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   The proposed parking lot addition to Advanced Dermatology located in Providence Park is made up entirely of various medical facilities.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposed parking lot on Lot 4 will connect to the existing Advanced Dermatology Clinics parking lot which will then connect to a new private access road under construction by others. Access for the adjacent Lot 6 to the south will be from a future private street. There is no proposed cross access between the lots.

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Parking Lot addition to Advanced Dermatology

Address: 580 Providence Park Drive West

Owner: Thomas Bender

Address: 6806 Bordeaux Ln. Fairhope Al Zip Code: 36532

Phone: _____ Fax: _____ Email: _____

Authorized Agent: Benjamin Cummings

Address: One Huston Street, Mobile Al Zip Code: 36606

Phone: 251.433.9600 Fax: _____ Email: ben@cummings-architects.com

Contractor: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: McCrory & Williams Inc.

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Phone: 251.476.4720 Fax: _____ Email: dwhitt@mcwinc.com

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature: [signature] Print: Don Whittington

Date: 11/17/2025 Affiliation to project/Organization: Project Manager

The owner of Lot 4, Providence Park Pob West, North Addition Resubdivision of Lot 3A is requesting a modification to PUD-001496-2021 to allow for the construction of a 32 space parking lot to serve as additional parking to the existing for Advanced Dermatology on the lot directly adjacent lot 4. There is no proposed cross access to any of the other lots in the existing PUD-001496-2021.

PARKWAY PROPERTY HOLDINGS
LLC
1 SOUTHERN WAY
MOBILE, AL 36619

LXM INVESTMENT 1 LLC
6928 RIVERBROOK TRCE
COLUMBUS, GA 31904

INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF MOBILE
PO BOX 760
GULF BREEZE, FL 32562

MOBILE MEDICAL LLC, ASCENSION
MEDICAL LLC
11460 TOMAWAWK CREEK PKWY
STE 320
LEAWOOD, KS 66211

BENDER CLINICS LLC
6806 BORDEAUX LN
FAIRHOPE, AL 36532

CITRIN & RIHNER ENTERPRISES LLC
C/O SMITH DUKES & BUCKALEW LLP
600 PROVIDENCE PARK DR E
MOBILE, AL 36695

PEDIATRIC PROPERTIES, LLC
610 PROVIDENCE PARK DR E
STE 201
MOBILE, AL 36695

UNIV OF SOUTH ALABAMA
C/O REAL EST SERVICES
775N UNIVERSITY BLVD
STE 150
MOBILE, AL 36608

RIHNER, GUPTA & GROSZ ENT LLC
600 PROVIDENCE PARK DR E
MOBILE, AL 36695

ALTAPOITE HEALTH SYSTEMS INC
5750A SOUTHLAND DR
MOBILE, AL 36693

Planning Commission
December 18, 2025

Agenda Item # 12

MOD-003555-2025

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

Applicant Materials for Consideration

DETAILS

Location:
580 Providence Park Drive East

Applicant / Agent:
Thomas Bender, Bender Clinics, LLC

Property Owner:
Bender Clinics, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with thirteen (13) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Modification Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 12 DATE December 18, 2025

APPLICANT Thomas Bender, Bender Clinics, LLC

REQUEST PUD Modification

N

NTS

SITE HISTORY

The site has been before the Planning Commission several times for various Subdivisions and Planned Unit Developments. The most recent applications before the Planning Commission in June 2021, were a seven (7) lot Subdivision (Providence Park POB West Subdivision, North Addition, Resubdivision of Lot 3A) and Planned Unit Development (PUD) to amend a previously approved PUD Master Plan to allow shared access and parking between multiple building sites. Both applications were approved, and the Subdivision was recorded in Probate Court.

The site has not been before the Board of Zoning Adjustment previously.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require

approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant is requesting a Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow the construction of a parking lot serving an existing healthcare facility, with shared access and parking between multiple building sites.

Detailed descriptions of the request are available via the links on page 1 of this report.

The applicant operates a dermatology office located at 580 Providence Park Drive East, and is proposing to construct a new parking lot with 32 parking spaces. The existing office is a two-story building with approximately 20,240 square feet under the roof, thus requiring 51 parking spaces. Approximately 14 of the existing parking spaces and seven (7) existing tree plantings on the site are to be removed to make room for new handicapped parking spaces, a new curb cut to a private street and to allow internal connections between the existing parking lot and the proposed parking lot. It should be noted that the site plan appears to be missing a parking space delineation towards the North of the new parking lot. Also, the row of parking spaces abutting the proposed parking expansion has two (2) parking spaces that are not counted. The proposed parking layout will result in a total of 95 parking spaces. The site plan states that 93 spaces are proposed. If approved, the site plan should be revised to clearly delineate all proposed parking spaces, and count all existing parking spaces accurately. As the site will have more parking spaces than the UDC requires, all of the proposed parking spaces should have an alternative paving surface instead of asphalt or concrete, per Section 64-3-12.A.(3).5.d. of the UDC.

The subject site was required to comply with tree planting and landscape area requirements in 2014 when the dermatology office was initially constructed. As the proposed changes to the site will result in the removal of

several required trees, as well as developing a previously undeveloped lot, both lots should be required to fully comply with tree planting and landscape area requirements of the UDC at the time of permitting.

It should be noted that because of the increase in proposed parking by more than 25%, a compliant photometric site plan will be required at the time of permitting.

The private street to the North that the subject site proposes a new curb cut to is currently under construction in association with a separate project to the North at 550 Providence Park Drive East. As such, if approved, the site plan should either be revised to depict sidewalks along the private street for both lots or the applicant should apply for a Sidewalk Waiver.

It should be noted that future development or redevelopment of either lot may require additional modifications of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

a. The request is consistent with all applicable requirements of this Chapter;

b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

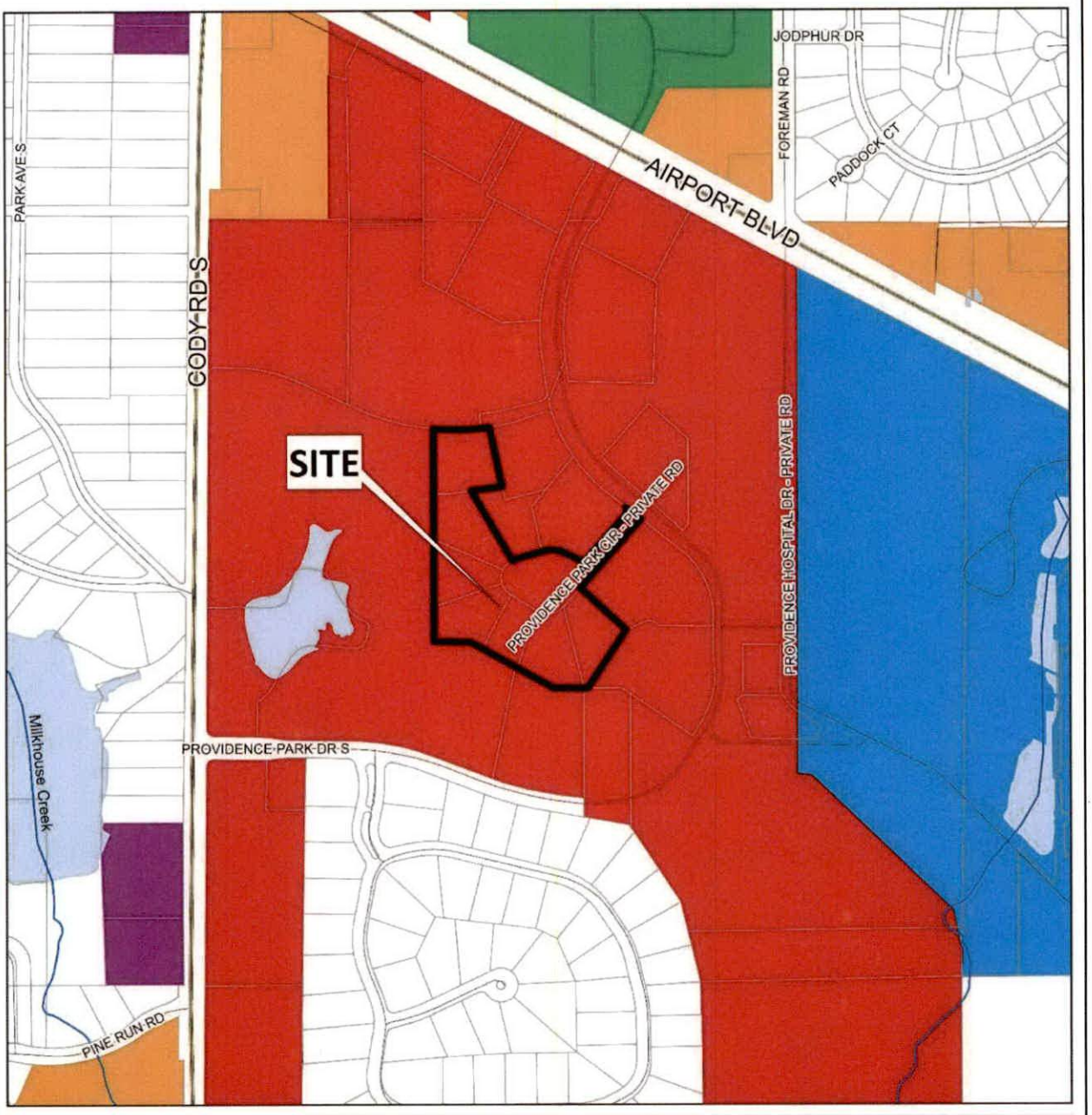
    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

1. Revision of the site plan to clearly delineate the 32 proposed parking spaces;
2. Revision of the site plan to correctly count all existing and proposed parking spaces;
3. Revision of the site plan to depict all proposed parking spaces will have an alternative paving surface;
4. Placement of a note on the site plan stating that the both the existing development and proposed parking lot will fully comply with tree planting and landscape area requirements;
5. Provision of a compliant photometric site plan at the time of permitting;
6. Either revision of the site plan to depict a sidewalk along the private street to the North of both lots or obtain Sidewalk Waiver approval from the Planning Commission;
7. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report;
11. Compliance with all Fire Department comments noted in this staff report;
12. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
13. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE December 18, 2025

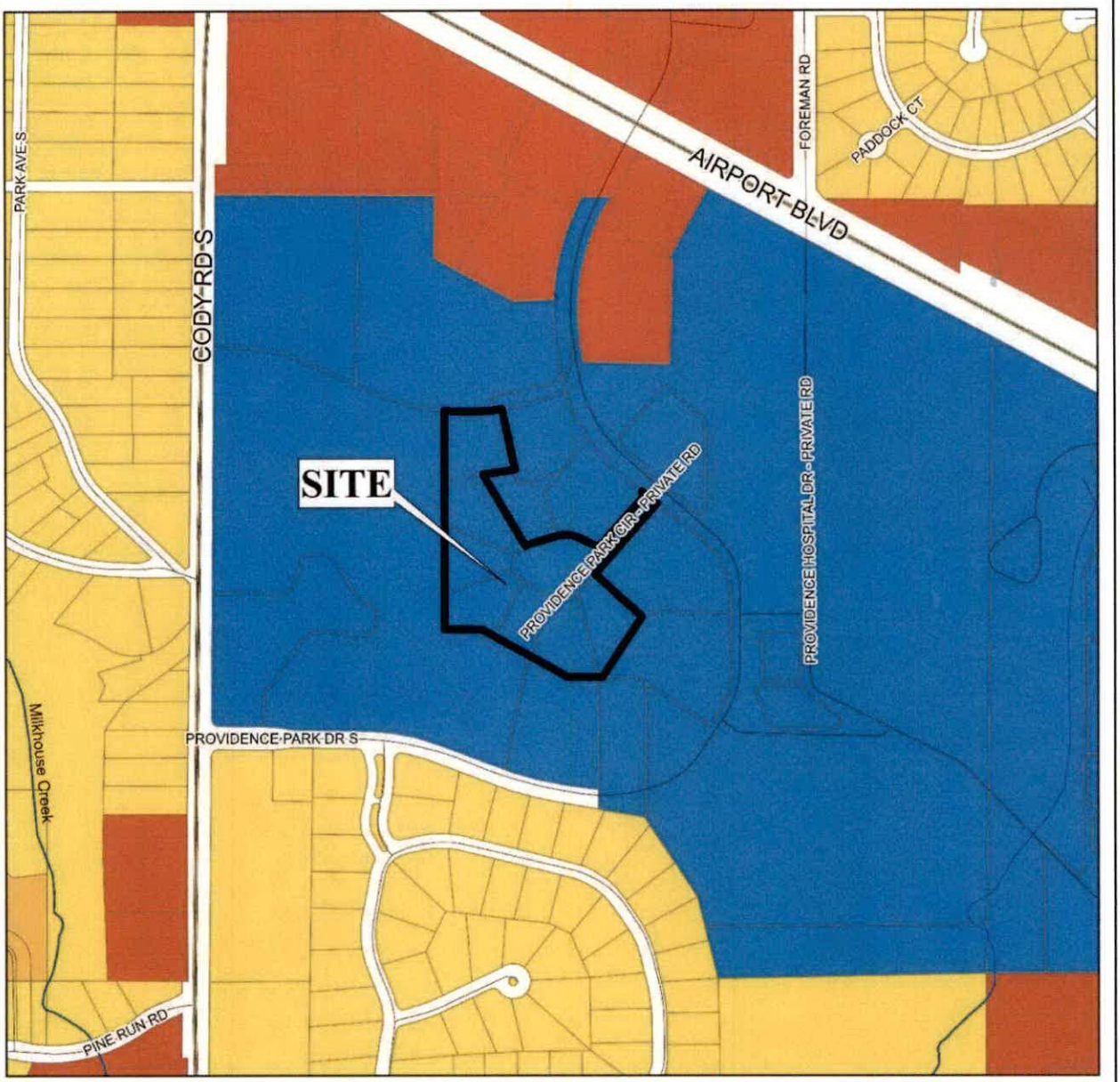
APPLICANT Thomas Bender, Bender Clinics, LLC

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE December 18, 2025

APPLICANT Thomas Bender, Bender Clinics, LLC

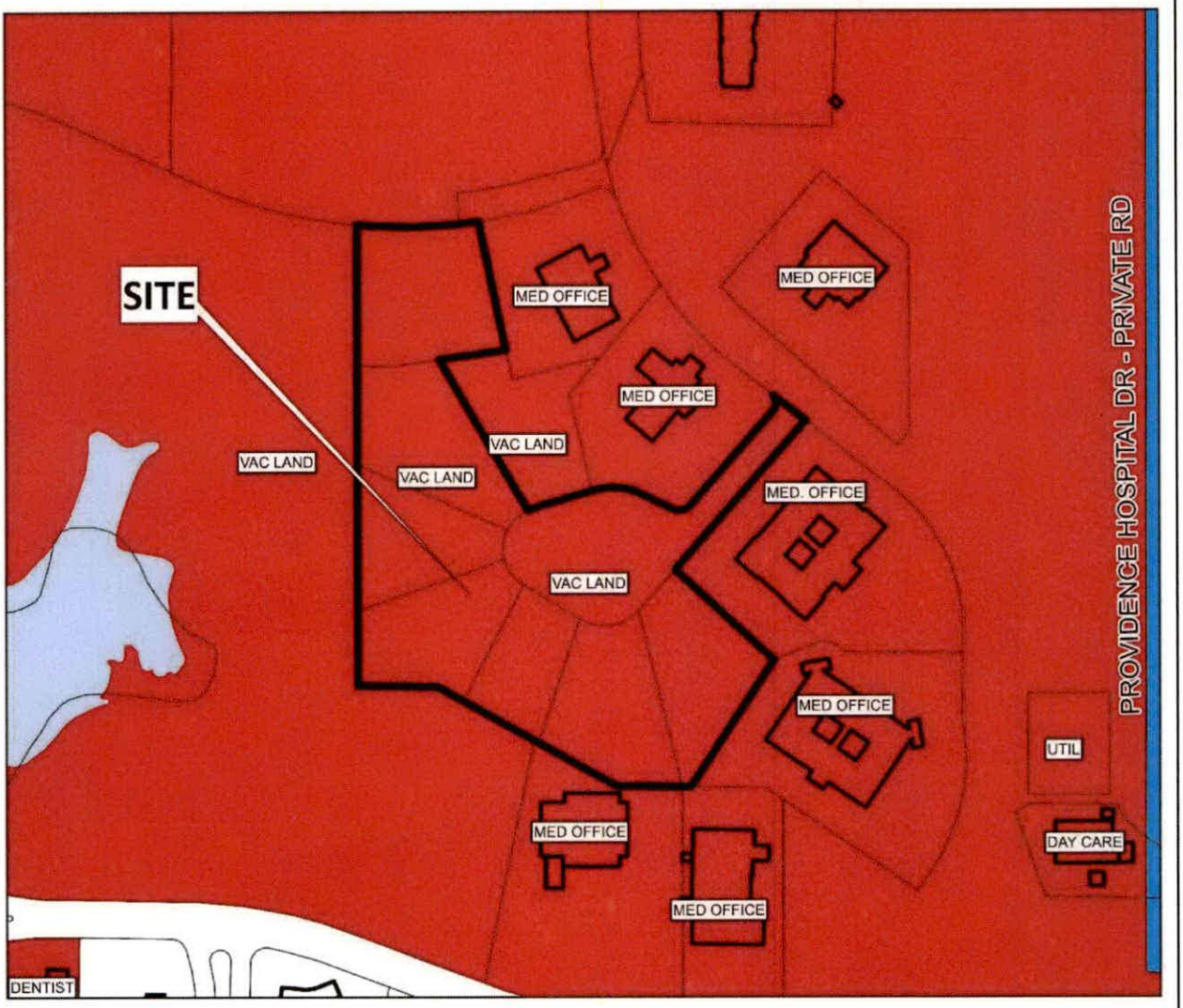
REQUEST PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 12 DATE December 18, 2025

APPLICANT Thomas Bender, Bender Clinics, LLC

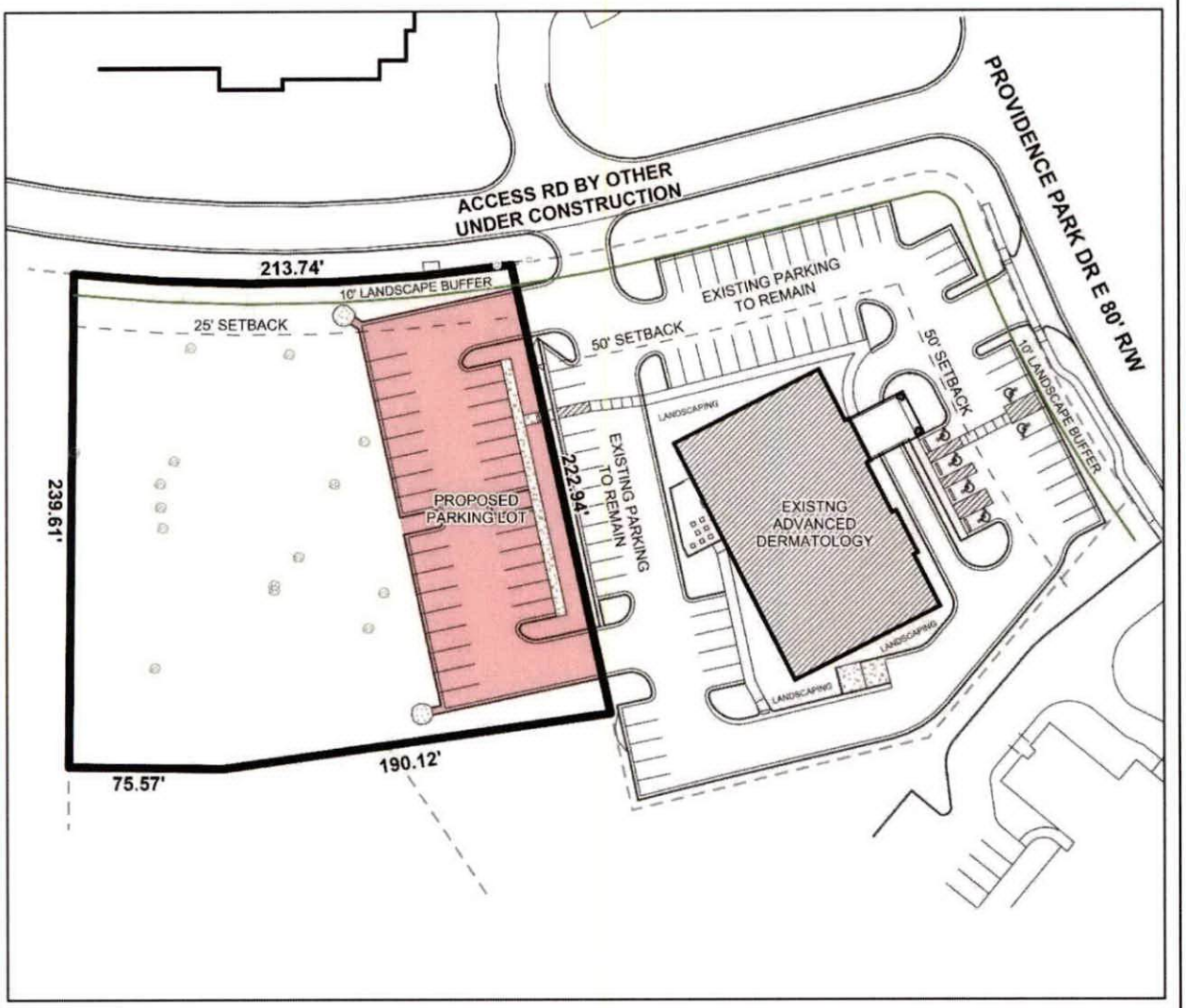
REQUEST PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates existing buildings, parking, setbacks, and proposed parking.

APPLICATION NUMBER 12 DATE December 18, 2025 APPLICANT Thomas Bender, Bender Clinics, LLC REQUEST PUD Modification	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

O Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an Industrial district)

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

INSTITUTIONAL LAND USE (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

- The specific location and design of these complementary uses is subject to zoning. In some cases, depending on ownership, these areas may not be subject to City zoning.
- Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor.

Character Example



PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

Character Example



RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of
Property Located at 7211 and 7221 Cottage Hill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 13, 2026,** a public hearing will be held on the **18th** day of **February, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located 7211 and 7221 Cottage Hill Road from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District..

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COMMENCING AT A POINT ON THE SOUTH SIDE OF COTTAGE HILL ROAD WHERE THE EAST LINE OF LYNNDELL SUBDIVISION INTERSECTS THE SOUTH LINE OF COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1 OF SAID LYNNDELL SUBDIVISION; THENCE RUN N 51°31'00" E, A DISTANCE OF 192.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S 0°09'06" W, A DISTANCE OF 558.99 FEET TO A POINT; THENCE RUN S89°48'56" E, A DISTANCE OF 209.86 FEET TO A POINT; THENCE RUN N 7°34'21" E, A DISTANCE OF 485.25 FEET TO A POINT; THENCE RUN N 20°16'10" E, A DISTANCE OF 137.01 FEET TO A POINT; THENCE RUN N 32°19'02" W, A DISTANCE OF 155.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE RUN S52°37'24" W, A DISTANCE OF 298.09 FEET TO THE POINT OF BEGINNING, CONTAINING 3.88 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a R-3, Multi-Family Residential Suburban District provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential Suburban District, until all of the conditions set forth below have been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of February, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 21st day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **7211 & 7221 Cottage Hill Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **R-3** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COMMENCING AT A POINT ON THE SOUTH SIDE OF COTTAGE HILL ROAD WHERE THE EAST LINE OF LYNNDELL SUBDIVISION INTERSECTS THE SOUTH LINE OF COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1 OF SAID LYNNDELL SUBDIVISION; THENCE RUN N 51°31'00" E, A DISTANCE OF 192.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S 0°09'06" W, A DISTANCE OF 558.99 FEET TO A POINT; THENCE RUN S89°48'56" E, A DISTANCE OF 209.86 FEET TO A POINT; THENCE RUN N 7°34'21" E, A DISTANCE OF 485.25 FEET TO A POINT; THENCE RUN N 20°16'10" E, A DISTANCE OF 137.01 FEET TO A POINT; THENCE RUN N 32°19'02" W, A DISTANCE OF 155.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE RUN S52°37'24" W, A DISTANCE OF 298.09 FEET TO THE POINT OF BEGINNING, CONTAINING 3.88 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District,** to **R-3, Multi-Family Residential Suburban District,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **R-3, Multi-Family Residential Suburban District** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-3, Multi-Family Residential Suburban District,** until all of the conditions set forth below have been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

City Clerk

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
Star Light at Cottage Hill Subdivision
7211 & 7221 Cottage Hill Road
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 8, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on September 18, 2025, considered the request of **Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)** for a change in zoning **from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3),** for the property located at **7211 & 7221 Cottage Hill Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 23, 2025

Shabbir Hossain
Star Signature Homes, LLC
1442 West I-65 Service Road South
Mobile, Alabama 36693

Re: 7211 & 7221 Cottage Hill Road
ZON-UDC-003426-2025
Star Light at Cottage Hill Subdivision
Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

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

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

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **R-3, Multi-Family Residential Suburban Distric**t:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would not adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **R-3, Multi-Family Residential Suburban District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is $**324.14**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Shabbir Hossain
Star Signature Homes, LLC
1442 West I-65 Service Road South
Mobile, Alabama 36693

Re: 7211 & 7221 Cottage Hill Road
ZON-UDC-003426-2025
Star Light at Cottage Hill Subdivision
Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

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

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

After discussion the Planning Commission heldover the rezoning request until the September 18, 2025, meeting to allow concurrent consideration with the accompanying subdivision application.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 7211 & 7221 Cottage Hill Road
ZON-UDC-003426-2025
Star Light at Cottage Hill Subdivision
Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 7211 & 7221 Cottage Hill Road
ZON-UDC-003426-2025
Star Light at Cottage Hill Subdivision
Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

Dear Property Owner(s):

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

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

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

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

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

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

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

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

Outlook

URGENT: Neighborhood Meeting Documentation Due Today for Rezoning Case #ZON-UDC-003426-2025

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 8/6/2025 1:47 PM
To Civil Engineering <civil@bethel-eng.com>
Cc SHABBIR HOSSAIN <sh@starsignaturehomes.com>

Good afternoon,

This is a courtesy reminder that **complete and compliant Neighborhood Meeting documentation** must be submitted to the Planning and Zoning Department by **4:30 P.M. today, August 6th**, for **Rezoning Case #ZON-UDC-003426-2025**.

As of this time, **only postal notification of the Neighborhood Meeting has been received**. In accordance with **Article 5, Section 64-5-4.E.4. of the Unified Development Code (UDC)**, failure to submit all required documentation by the deadline will result in an **automatic holdover of the application**.

Please note that **holdovers due to missing documentation are subject to a reprocessing fee equal to the initial application fee, including postage**.

If you have any questions or need further assistance, please contact the Planning and Zoning Department prior to the deadline.

Thank you for your prompt attention to this matter.

Best regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Outlook

Shabbir Hossain, Star Signature Homes, LLC (ZON-UDC-003426-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 7/21/2025 10:44 AM
To civil@bethel-eng.com <civil@bethel-eng.com>
Cc Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Good morning,

We have completed our review of the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review**:

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, August 6, 2025**.
   Note: To date, only postal notification of the Neighborhood Meetings has been received.

2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

3. **Legal Description:** Please note that a **complete legal description** of the subject property (not the abbreviated version currently provided) is required in order to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

If the application fees are paid **by noon on Monday, July 21, 2025**, the case will be scheduled for the **August 21, 2025 Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

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

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

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Inst. # 2020067029 Pages: 1 of 3 I cert[illegible]is instrument filed on: 11/2/2020 8:11 AM
Doc: LAOR Don Davis, Judge of Probate Mobile County, AL Rec: $53.00
Clerk: DBRYANT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00** for standard filing and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored ($30.00 fee).

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):
   STAR SIGNATURE HOMES LLC
2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

This form was prepared by: (type name and full address)
Shabbir Hossain
1442 W I-65 SERVICE RD S
MOBILE, AL 36693

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

   Shabbir Hossain

   Street (**No PO Boxes**) address of Registered Office (must be located in Alabama):

   1442 W I-65 SERVICE RD S, MOBILE, AL 36693

   Mailing address in Alabama of Registered Office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ☑ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ☐ Non-Profit LLC complying with 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

   The undersigned specify ____/____/____ as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be ____:____ ☐ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

11 / 01 / 2020
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

Shabbir Hossain
Typed Name of Above Signature

OWNER/PRESIDENT
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

STAR SIGNATURE HOMES LLC

This name reservation is for the exclusive use of SHABBIR HOSSAIN, 1442 W I-65 SERVICE RD S, MOBILE, AL 36693 for a period of one year beginning October 20, 2020 and expiring October 20, 2021

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

October 20, 2020

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES911291

bethel ENGINEERING

July 21, 2024

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Legal Description of Site

RE: 7211 Cottage Hill Road

Property Owner: Star Signature Homes LLC

Property Address: 7211 Cottage Hill Road #A & #B

Parcel Number: R023303064000066.000

Key Number: 01104227

Flood Zone: N/A

Zoning District: R-1

Legal Description:

COMMENCING AT A POINT ON THE SOUTH SIDE OF COTTAGE HILL ROAD WHERE THE EAST LINE OF LYNNDELL SUBDIVISION INTERSECTS THE SOUTH LINE OF COTTAGE HILL ROAD, SAID POINT BEING THE NORTH EAST CORNER OF LOT 1 OF SAID LYNNDELL SUBDIVISION: THENCE RUN N 51"31"00" E, A DISTANCE OF 192.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S 0"09"06" W, A DISTANCE OF 558.99 FEET TO A POINT OF BEGINNING; THENCE RUN S A DISTANCE OF 485.25 FEET TO A POINT; THENCE RUN N 20"16"10" E A DISTANCE OF 137.01 FEET TO A POINT; THENCE RUN N 32"19"02" W, A DISTANCE OF 155.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, THENCE RUN S 52"37"24" W, A DISTANCE OF 298.09 FEET TO THE POINT OF BEGINNING, CONTAINING 3.88 ACRES, MORE OR LESS.

bethel ENGINEERING

December 3, 2024

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Legal Description of Site

RE: 7211 Cottage Hill Road

Property Owner: Star Signature Homes LLC

Property Address: 7211 Cottage Hill Road #A & #B

Parcel Number: R023303064000066.000

Key Number: 01104227

Flood Zone: N/A

Zoning District: R-1

Legal Description: COMG AT PT ON S/S OF COTTAGE HILL RD WHERE E/L LYNDELL S/D INTERSECTS S/L OF COTTAGE HILL RD SD PT BEING NE COR LOT 1 OF SD LYNDELL S/D MBK 9 P 31 TH RUN NELY ALG S/L COTTAGE HILL RD 192.21 FT TH RUN SLY 300 FT TO PT WHICH IS POB THIS PAR OF LAND TH NELY 110 FT TO PT WHICH PT IS 350 FT S OF S/L OF COTTAGE HILL RD TH N 51 DEG 31 MIN E ALG S/L OF COTTAGE HILL RD 140 FT (S) TH S 31 DEG 48 MIN E 173.15 FT TH S 19 DEG 55 MIN W 138 FT -S- TH S 07 DEG 26 MIN W 485.19 FT TH W 210 FT TH N 274.25 FT TO PO

3233 EXECUTIVE PARK CIRCLE | MOBILE, AL 36606 | 251-661-4747
bethel-eng.com

BETHEL ENGINEERING, INC.
3233 EXECUTIVE PARK CIRCLE
MOBILE, AL 36606
251-661-4747 | thebethelgroup.com

C2408-001 – 7211 Cottage Hill Road – ZON-UDC-3163-2024

Vince,

Staff has completed its review of the above Rezoning application. The following must be addressed before the application can be considered complete and placed on an agenda:

1. If you have not done so already, please provide the DWG AutoCAD file for the site plan to our GIS staff (Marine has been copied here for your convenience); **DONE**
2. Please provide the date, time, and location proposed for the upcoming Neighborhood Meeting for the Rezoning request. **CLIENT SENT TO PLANNING AND ZONING**
3. All required compliant Neighborhood Meeting documents must be submitted to Planning staff by no later than January 1, 2025; and
4. Please submit a complete Subdivision Application.
    a. The site proposed for rezoning appears to be comprised of two (2) metes-and-bounds parcels. Additionally, it seems like you are proposing to exclude the existing cell tower lease parcel from the rezoning request (which would create a split zoned parcel). As such, you will need to submit a two (2) lot Subdivision request to combine the two (2) existing metes-and-bounds parcels into one (1) and to delineate the cell tower lease parcel into its own separate lot. This will convert all parcels into legal lots of record and avoid split zoning any parcel. **DONE**

Once all items have been addressed, and a complete Subdivision application has been submitted, an invoice will be issued for both sets of application fees to be processed. It is important to note that the application will not be considered complete until all of the above have been addressed and fees have been processed. If items 1, 2, and 4 are completed by **no later than noon on 12/16/2024** the applications may proceed concurrently and will be placed on the agenda for the 1/16/2024 Planning Commission meeting. If you are not able to meet the above deadline or if all Neighborhood Meeting Documentation is not received by 1/1/2025, BOTH cases will be heldover until such time as they are made complete.

Should you have any questions or concerns please don't hesitate to reach out.

Best Regards,
Payton W. Rogers, CAPZO
Planner II
Planning & Zoning

****SHABBIR HAS HIS NEXT NEIGHBORHOOD MEETING SCHEDULED FOR 7/30/2025 AND POLYSURVEYING WILL ALSO BE SUBMITTING THEIR REVISION TODAY AS WELL.**

DigiSign Verified - 8774e846-486( )74-a75b-b1a28f0f50ed

NEIGHBORHOOD MEETING

REZONING 7221 & 7211 Cottage Hill Road, Mobile AL 36695

Location: 7125 Hill Rd, Mobile AL 36695 (Episcopal Church of the Redeemer – Parish Building)

Date: July 30, 2025

Time: 4:00 PM – 5:30 PM

AGENDA DETAILS

I. INTRODUCTIONS

a. Brief introduction of meeting organizer(s).
b. Overview of meeting purpose.

II. OVERVIEW OF REZONING REQUEST

a. Explanation of the proposed rezoning changes.

III. OPEN DISCUSSION / RESIDENT FEEDBACK

a. Opportunity for attendees to voice opinions and concerns.
b. Collection of comments or written statements.

IV. CONCLUSION / CLOSING REMARKS

a. Thank you to the attendees for their participation.

Dear

This letter is to inform you that a Neighborhood meeting has been scheduled to discuss the following application that Star Signature Homes will be submitting to the Mobile City Planning Commission:

1. Application for Zoning Change to rezone the property at 7211 Cottage Hill Rd, Mobile, AL 36695 from Single Family-Residential District (R-1) to Multi-Family Residential District (R-3)

The Neighborhood Meeting will be held at the following time, date, and location:

Date: July 30, 2025

Time: 4:00pm-5:30pm

Location: Episcopal Church of the Redeemer
7125 Hitt Rd., Mobile AL 36695 (Parrish Building)

You are receiving this notice because your property is located within 300 feet of 7211 Cottage Hill Rd, Mobile Al 36695, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

Shabbir Hossain
Star Signature Homes LLC
1442 W. I-65 Service Rd S
Mobile, AL 36693
sh@starsignaturehomes.com

KEYX	PARCEL	NAME
1104156	R023303064000058.000	COLLIER AUGUST FRANK & MARIE ANNE COLLIER
1103692	R023303064000005.000	SOUTHERN STATE LIFE INSURANCE COMPANY
1103781	R023303064000013.000	BLACKMON MAYO & MONTECALVO CYNTHIA
1103790	R023303064000014.000	RP&G LLC
1103807	R023303064000015.000	BOONE KEITH L
1103816	R023303064000016.000	CPAP SOLUTIONS INC
1818894	R023303064000017.001	DELTA DEVELOPMENT L L C
2246117	R023303064000046.003	LUKE 4:18 FELLOWSHIP INC
1512802	R023303064000054.000	LIBERTY REALTY LLC 1
1104147	R023303064000055.000	ROBISON FRANCES W ATTN THOMAS DANIEL WILLIS III
2046100	R023303064000060.001	COTTAGE AIR OFFICE BUILDING LLC C/O CLIMATE CONTROL
1104192	R023303064000062.000	CARPENTER HOMES INC
1104218	R023303064000065.000	STAR SIGNATURE HOME LLC
1104227	R023303064000066.000	STAR SIGNATURE HOME LLC
4007509	R023303064000067.002	LUKE 4:18 FELLOWSHIP INC,
1.3E+07	R023303064000020.001	SOUTH ALABAMA ENTERPRISES INC
1104236	R023303064000067.000	LUKE 4:18 FELLOWSHIP INC

MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
2661 LYNNDELL DR	MOBILE	AL	36695
PO BOX 804	DECHERD	TN	37324
10185 HUNTERS TRCE N	MOBILE	AL	36608
7200 COTTAGE HILL RD	MOBILE	AL	36695
205 E GREENWICH AVE	ROOSEVELT	NY	11575
PO BOX 850753	MOBILE	AL	36685
8050 COTTAGE HILL RD	MOBILE	AL	36695
2664 SOLLIE RD	MOBILE	AL	36695
2735 BENNINGTON DR	MOBILE	AL	36695
6750 LOTT RD	SEMMES	AL	36575
3230 RIVERVIEW POINT DR	THEODORE	AL	36582
7267 COTTAGE HILL RD	MOBILE	AL	36695
1442 W I65 SERVICE RD S	MOBILE	AL	36693
1442 W I65 SERVICE RD S	MOBILE	AL	36693
2664 SOLLIE RD	MOBILE	AL	36695
8050 COTTAGE HILL RD	MOBILE	AL	36695
2664 SOLLIE RD	MOBILE	AL	36695

UNITED STATES POSTAL SERVICE.

COTTAGE HILL
705 OAK CIRCLE DR W
MOBILE, AL 36609-9998
www.usps.com

07/11/2025 02:52 PM

Product	Qty	Unit Price	Price
U.S. Army 250th	19	$0.73	$13.87
Grand Total:			$13.87

Debit Card Remit $13.87
Card Name: VISA
Account #: XXXXXXXXXXXX2312
Approval #: 117106
Transaction #: 488
Receipt #: 060444
Debit Card Purchase: $13.87
AID: A0000000980840 Contactless
AL: US DEBIT



Add a Caption

Tuesday • Jul 15, 2025 • 3:55 PM

Adjust

IMG_2270

Apple iPhone 14

Ultra Wide Camera — 13 mm ƒ2.4

12 MP • 4032 × 3024 • 3 MB VIBRANT

ISO32 19mm 0ev ƒ2.4 1/127.7s



Add a Caption

Tuesday • Jul 15, 2025 • 3:54 PM

Adjust

IMG_2269

Apple iPhone 14

Main Camera — 26 mm ƒ1.5

12 MP • 4032 × 3024 • 1.1 MB VIBRANT

ISO50 108mm 0ev ƒ1.5 1/11364s

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 8/6/2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Rezoning application for R1 - R3 on College Hill Rd

Neighborhood Meeting Date: July 30, 2025

Neighborhood Meeting Time: 4:00 - 5:20

Neighborhood Meeting Location: Episcopal Church
7125 Hitt Rd, Mobile, AL 36695

The following documents are enclosed (place a checkmark where applicable):

- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____)

Applicant's Name: Shalbir Hossain
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X _____ **Date:** 8/6/2025

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Neighborhood Meetings (Article 5, Section 64-5-4)

Applicability. Neighborhood Meetings are required for the following requests:

1. Any Rezoning to a higher zoning classification (e.g. R-1 to R-3).
2. Any application to create or modify a Planned Development (*not to include modifications to Planned Unit Developments and Planning Approvals approved prior to March 1, 2023*).
3. Any Conditional Use Permit.

Timing. Neighborhood Meetings must be held as follows:

1. No more than 60 days prior to the Planning Commission meeting for which an application is to be, or is filed.
2. A meeting must be held no less than 21 days prior to the Planning Commission meeting for which an application is filed.

***Applicants are encouraged to hold the required Neighborhood Meeting before filing their Planning Commission application.

Notice

1. Signs.
   a. One (1) weatherproof sign needs to be placed on the property, per street frontage, or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage).
   b. Please see the enclosed example sign to determine what information is required to be placed on the sign(s).
   c. Signs are to be placed no more than 30 days before, and no less than 10 calendar days before the Neighborhood Meeting. Signs must be removed within three (3) working days after the meeting.
2. Postal Notification.
   a. All property owners within 300 feet of the subject site, the Planning and Zoning Department, and the applicable City Council representative are required to be notified of the Neighborhood Meeting no less than 15 days before the meeting (see attached "how-to" guide to obtain this neighboring property owners' information).
   b. Postal notices must contain the following information:
      i. Type of application being submitted (Rezoning, Conditional Use, Planned Development, etc.);
      ii. A synopsis of the proposal; and
      iii. Time, date and location of the Neighborhood Meeting.
      iv. Applicant or agent's valid phone number and email address.

Proceedings of Neighborhood Meeting

1. Neighborhood Meetings must be held in a public or institutional building near the proposed project site (e.g. school, library, community center, etc.). ***If the Neighborhood Meeting is proposed to be held more than one (1) mile from the subject site, you must first contact the Planning and Zoning Department to discuss.
2. Neighborhood Meetings shall be held on weekdays, between the hours of 4:00 p.m. and 8:00 p.m.
3. A Neighborhood Meeting must be scheduled to last at least 1.5 hours.
4. At the Neighborhood Meeting, the applicant or their agent shall provide a complete overview of the proposed application, including a description of the project, and a complete explanation and details of the project sufficient enough for neighbors to gain an understanding of the application.
    a. For Conditional Use Permits and Planned Developments, a site plan and building elevations shall also be provided.

Required documentation for a Neighborhood Meeting that was held PRIOR to submitting a Planning Commission application:

1. After the Neighborhood Meeting the applicant shall prepare the following materials to submit with their application:
    a. Dated photograph(s) of the posted sign(s);
    b. The address list of neighboring property owners to whom notice of the meeting was sent;
    c. A copy of the notice sent to neighboring property owners;
    d. The date and location of the meeting;
    e. A sign-in sheet documenting meeting attendance;
    f. Written summary or minutes of the meeting;
    g. Copies of any site plans, building elevations or other documents provided or referenced in the meeting.
2. The applicant must sign the Neighborhood Meeting documentation before submitting it to the Planning and Zoning Department.
3. All Neighborhood Meeting documentation must be submitted no less than 15 days before the Planning Commission meeting date.
    a. Failure to provide documentation within the prescribed time period will result in an automatic holdover of the application(s).
    b. Any material changes to the application(s) and associated plans and documents will result in an automatic holdover.
    c. Holdovers will be charged another application fee, including postage for the Planning and Zoning Department to resend public hearing notices.

Required documentation for a Neighborhood Meeting that has not yet been held prior to submitting a Planning Commission application:

1. A statement of the date, time and location where the Neighborhood Meeting will occur; and
2. A list of all property owners receiving notice of the meeting.

Neighborhood Meeting Checklist:

✓ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.

✓ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.

✓ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.

✓ Neighborhood Meeting held.

✓ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:

- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting

✓ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.

✓ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

JULY 18, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the July 18th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
May 19th (Monday)	June 27th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
May 4th (Saturday)	June 12th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
April 19th (Friday)	May 28th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
May 9th (Thursday)	June 17th (Monday)

AUGUST 15, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the August 15th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
June 17th (Monday)	July 25th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
June 2nd (Sunday)	July 10th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
May 18th (Saturday)	June 25th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
June 7th (Friday)	July 15th (Monday)

SEPTEMBER 19, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the September 19th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
July 22nd (Monday)	August 29th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
July 7th (Sunday)	August 14th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
June 22nd (Saturday)	July 30th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
July 12th (Friday)	August 19th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

OCTOBER 17, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the October 17th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
August 19th (Monday)	September 26th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
August 4th (Sunday)	September 11th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
July 20th (Saturday)	August 27th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
August 9th (Friday)	September 16th (Monday)

NOVEMBER 21, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the November 21st Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
September 23rd (Monday)	October 31st (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
September 8th (Sunday)	October 16th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
August 24th (Saturday)	October 1st (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
September 13th (Friday)	October 21st (Monday)

DECEMBER 19, 2024 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the December 19th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
October 21st (Monday)	November 28th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
October 6th (Sunday)	November 13th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
September 21st (Saturday)	October 29th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
October 11th (Friday)	November 18th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

JANUARY 16, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the January 16th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
November 18, 2024 (Monday)	December 26, 2024 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
November 3, 2024 (Sunday)	December 11, 2024 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
October 19, 2024 (Saturday)	November 26, 2024 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
November 8, 2024 (Friday)	December 16, 2024 (Monday)

FEBRUARY 20, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the February 20th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
December 23, 2024 (Monday)	January 30, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
December 8, 2024 (Sunday)	January 15, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
November 23, 2024 (Saturday)	December 31, 2024 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
December 13, 2024 (Friday)	January 20, 2025 (Monday)

MARCH 20, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the March 20th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
January 20, 2025 (Monday)	February 27, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
January 5, 2025 (Sunday)	February 12, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
December 21, 2025 (Saturday)	January 28, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
January 10, 2025 (Friday)	February 17, 2025 (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

APRIL 17, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the April 17th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
February 17, 2025 (Monday)	March 27, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
February 2, 2025 (Sunday)	March 12, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
January 18, 2025 (Saturday)	February 25, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
February 7, 2025 (Friday)	March 17, 2025 (Monday)

MAY 15, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the May 15th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
March 17, 2025 (Monday)	April 24, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
March 2, 2025 (Sunday)	April 9, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
February 15, 2025 (Saturday)	March 25, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
March 7, 2025 (Friday)	April 14, 2025 (Monday)

JUNE 12, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the June 12th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
April 14, 2025 (Monday)	May 22, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
March 30, 2025 (Sunday)	May 7, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
March 15, 2025 (Saturday)	April 22, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
April 4, 2025 (Friday)	May 12, 2025 (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

July 2024 – September 2025

JULY 17, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the July 17th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
May 19, 2025 (Monday)	June 26, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
May 4, 2025 (Sunday)	June 11, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
April 19, 2025 (Saturday)	May 27, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
May 9, 2025 (Friday)	June 16, 2025 (Monday)

AUGUST 21, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the August 21st Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
June 23, 2025 (Monday)	July 31, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
June 8, 2025 (Sunday)	July 16, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
May 24, 2025 (Saturday)	July 1, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
June 13, 2025 (Friday)	July 21, 2025 (Monday)

SEPTEMBER 18, 2025 MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the September 18th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
July 21, 2025 (Monday)	August 28, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
July 6, 2025 (Sunday)	August 13, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
June 21, 2025 (Saturday)	July 29, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
July 11, 2025 (Friday)	August 18, 2025 (Monday)

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Neighborhood Meeting

Date: July 30, 2025

Time: 4:00 PM - 5:30 PM

Location of Neighborhood Meeting: Parish Building
Episcopal Church of the Redeemer
7125 Hitt Rd, Mobile AL 36695

Project Location: 7211 & 7221 Cottage Hill Rd, Mobile AL 36609

Project/Application (e.g. Rezoning from R-1 to B-1):

Rezoning from R-1 to R-3

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ Date: 7/30/2025

Please Sign In:

Name: Benny Snow Email: BSnowL@AOL.com
Address: 7421 Cottage Hill Phone: 251-232 2447

Name: Martin Dorsett Email: MDORSETT59@GMAIL.COM
Address: 7664 Sollie Rd Phone: 251-281-1481 OFFICE
(Luke 4:18 Fellowship) 251-401-0774 CELL

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

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Neighborhood Meeting Sign-In Sheet

Date: July 30, 2025 **Meeting Location:** 7125 Hitt Rd, Mobile AL 36695

Applicant: Star Signature Homes LLC **Application(s):** Rezoning R-1 to R-3

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

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Neighborhood Meeting Sign-In Sheet

Date: July 30, 2025

Meeting Location: 7125 Hitt Rd, Mobile AL 36695

Applicant: Star Signature Homes, LLC

Application(s): Rezoning R-1 to R-3

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

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Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

DigiSign Verified - 8774c846-486 74-a75b-b1a28f0f50ed

Neighborhood Meeting Summary

Meeting Date: July 30, 2025

Meeting Time: 4:00PM - 5:30PM

Meeting Location: Episcopal Church of the Redeemer
7125 Hitt Rd, Mobile AL 36695

Below is a summary of the proposed project presented at the Neighborhood Meeting:

During the neighborhood meeting, we presented the proposed site plan, which includes 12 college-style multi-family buildings resulting in a total of 24 units. The current plan is to develop luxury multi-family rental units designed to enhance the neighborhood character while high quality housing options.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Site Plan

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

At the neighborhood meeting, the proposed Zoning change and site plan were presented for community input. The following individuals spoke and provided feedback:

- Mr. Ronnie Sims expressed that he is not opposed to the proposed zoning change. He suggested that developing an age targeted / senior-friendly community

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Neighborhood Meeting Summary

Date: July 30, 2025

Applicant: Star Signature Homes, LLC

Meeting Location: 7125 Hitt Rd, Mobile AL 36695

Application: Rezoning R-1 to R-3

(Meeting summary, continued)

could be beneficial option for the area.
- Mr. Martin Dorsett, also owns the lot adjacent to the subject property, noted that his fence was accidentally damaged during the clearing of the lot. He requested that it be repaired. Mr. Dorsett also voiced his support for the project and did not raise any objections to the proposed development.

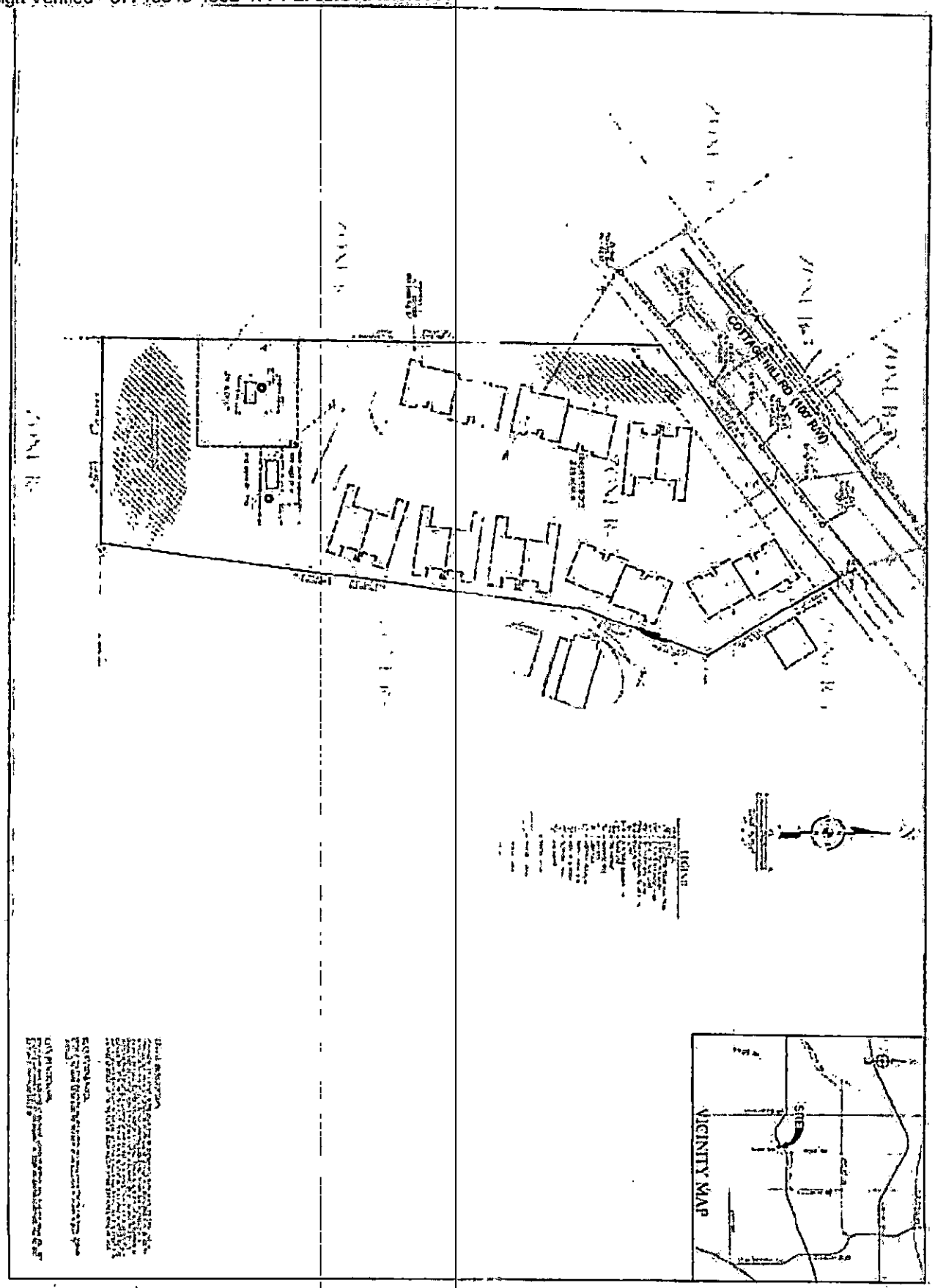
If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: July 20, 5:30 pm.

Applicant's signature attesting to the accuracy of this summary:

X [signature] Date: July 31, 2025

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7211 COTTAGE HILL RD

MOBILE ALABAMA

VICINITY MAP

BETHEL ENGINEERING, INC.

City of Mobile • Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Shabbir Hossain	Vincent D. LaCoste II
Firm:	Star Signature Homes LLC	Bethel Engineering
Phone:	251-214-4727	251-661-4747
Email:	sh@starsignaturehomes.com	civil@bethel-eng.com
Address:	1442 W I-65 Service Road S Mobile Al 36693	3633 Executive Park Drive Mobile Al 36606

Doc ID: 1da8b4029e52e058cc33e1496a8ee6552fd7ab8e

	Owner	Design Professional
Name:	Shabbir Hossain	Vincent D. LaCoste II
Firm:	Star Signature Homes LLC	Bethel Engineering
Phone:	251-214-4727	251-661-4747
Email:	sh@starsignaturehomes.com	civil@bethel-eng.com
Address:	1442 W I-65 Service Road S Mobile Al 36693	3633 Executive Park Drive Mobile Al 36606

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

7211 Cottage Hill Road — Property Address

3.88 — Property Area (acres or square feet)

R023303064000066.000 — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

R-3 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

SHABBIR HOSSAIN — Owner Signature

12 / 03 / 2024 — Date

Applicant or Agent Signature (if applicable)

12/3/2024 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

12/3/2024 — Date

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   This proposal will allow for residential duplex houses to be built, which will promote a mix of housing types in this area to meet the residents diverse needs. This project will improve a large, mostly vacant property.

   mixed commercial corridor — Future Land Use Map (FLUM) Designation

   R-3 — Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
   This proposal will allow for planned new duplexes to provide affordable housing.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   The property is zoned R-1. To allow for more affordable housing, R-3 is requested to allow duplex houses.

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

1. Describe the current development trends in the area of the property.
   There have been very little developements in this area for many years.

2. Describe the surrounding land uses.
   There are adjacent properties zoned R-1 and B3.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   I am not aware of any adverse impacts this project presents.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   No traffic impacts are anticipated

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   The project will allow for vacant property in an area of the city in need of development to develop duplexes to provide for affordable housing.

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

N/A

TO TAKE PLACE AFTER SUBMITTAL

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

Dropbox Sign

Audit trail

Title	Cottage Hill Application
File name	APPLICATION.pdf
Document ID	1da8b4029e52e058cc33e1496a8ee6552fd7ab8e
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**12 / 03 / 2024** 16:32:49 UTC	Sent for signature to Shabbir Hossain (sh@starsignaturehomes.com) from denise@bethel-eng.com IP: 170.249.168.106
VIEWED	**12 / 03 / 2024** 16:34:06 UTC	Viewed by Shabbir Hossain (sh@starsignaturehomes.com) IP: 107.116.180.67
SIGNED	**12 / 03 / 2024** 16:35:15 UTC	Signed by Shabbir Hossain (sh@starsignaturehomes.com) IP: 107.116.180.67
COMPLETED	**12 / 03 / 2024** 16:35:15 UTC	The document has been completed.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project 7721 & 7211 Cottage Hill Road - Shabbir Hossain

Address same as above

Owner Star Signature Homes LLC

Address 1442 W I-65 Service Road S Mobile Al Zip Code 36693

Phone 251-214-4727 Fax _____ Email sh@starsignaturehomes.com

Authorized Agent Bethel Engineering

Address 3233 Executive Park Circle Mobile Al Zip Code 36606

Phone 251-661-4747 Fax _____ Email civil@bethel-eng.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Bethel Engineering

Address 3233 Executive Park Circle Mobile Al Zip Code 36606

Phone 251-661-4747 Fax _____ Email civil@bethel-eng.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Signature

Vincent D. LaCoste

Print

7/21/2025

Date

Civil Engineer

Affiliation to project/Organization

bethel ENGINEERING

December 3, 2024

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

JSUTIFICATION

This proposal will allow for residential duplex houses to be built which will promote a mix of housing types in this area to meet the residents' diverse needs.

Thank You,

Vincent D. LaCoste II

3233 EXECUTIVE PARK CIRCLE | MOBILE, AL 36606 | 251-661-4747
bethel-eng.com

R023303064000005.000
SOUTHERN STATE LIFE INSURANCE COMPANY
PO BOX 804
DECHERD TN 37324

R023303064000013.000
BLACKMON MAYO & MONTECALVO CYNTHIA
10185 HUNTERS TRCE N
MOBILE AL 36608

R023303064000014.000
RP&G LLC
7200 COTTAGE HILL RD
MOBILE AL 36695

R023303064000015.000
BOONE KEITH L
205 E GREENWICH AVE
ROOSEVELT NY 11575

R023303064000016.000
CPAP SOLUTIONS INC
P O BOX 850753
MOBILE AL 36685

R023303064000017.001
DELTA DEVELOPMENT L L C
8050 COTTAGE HILL RD
MOBILE AL 36695

R023303064000046.003
LUKE 4:18 FELLOWSHIP INC
2664 SOLLIE RD
MOBILE AL 36695

R023303064000054.000
LIBERTY REALTY LLC 1
2735 BENNINGTON DR
MOBILE AL 36695

R023303064000055.000
ROBISON FRANCES W
2687 LYNNDELL DR
MOBILE AL 36695

R023303064000058.000
COLLIER AUGUST FRANK & MARIE ANNE COLLIER
2661 LYNNDELL DR
MOBILE AL 36695

R023303064000060.001
COTTAGE AIR OFFICE BUILDING LLC C/O CLIMATE CONTROL
7291 COTTAGE HILL RD
MOBILE AL 36695

R023303064000062.000
CARPENTER HOMES INC
7267 COTTAGE HILL RD
MOBILE AL 36695

R023303064000065.000
STAR SIGNATURE HOME LLC
1442 W I65 SERVICE RD S
MOBILE AL 36693

R023303064000066.000
STAR SIGNATURE HOME LLC
1442 W I65 SERVICE RD S
MOBILE AL 36693

R023303064000067.002
LUKE 4:18 FELLOWSHIP INC,
2664 SOLLIE RD
MOBILE AL 36695

R023303064000020.001
SOUTH ALABAMA ENTERPRISES INC
8050 COTTAGE HILL RD
MOBILE AL 36695

R023303064000067.000
LUKE 4:18 FELLOWSHIP INC
2664 SOLLIE RD
MOBILE AL 36695

Planning Commission
September 18, 2025

Agenda Item # 2 - HOLDOVER

SUB-003240-2025 & ZON-UDC-003426-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
7211 & 7221 Cottage Hill Road

Subdivision Name:
Star Light at Cottage Hill Subdivision

Applicant / Agent:
Shabbir Hossain / Vincent D. LaCoste, II, Bethel Engineering

Property Owner(s):
Star Signature Homes, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District

Proposed Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-1 to R-3
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

- Subdivision of two (2) lots; and
- Rezoning from R-1 to R-3.

Report Contents: **Page**

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 2 DATE September 18, 2025

APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

HOLDOVER COMMENTS

The applications were held over from the August 21st meeting, with revisions required to be submitted no later than Tuesday, September 2nd, in order to address the following:

1. Revise the plat to clearly depict the configuration of both proposed lots;
2. Revise the plat to clearly depict either the minimum existing right-of-way width or a dedicated 100-foot-wide right-of-way, which is greater, along Cottage Hill Road;
3. Revise the plat to include the area of the second lot in both square feet and acres;
4. If the applicant instead intends to create three (3) legal lots to correspond with the boundaries of the lease parcels, the applicant must submit a revised plat, new mailing labels, and additional fees for the third lot.

No additional information was provided by the applicant for staff's review. As a result, staff is unable to determine whether the proposed subdivision meets the minimum requirements of the Subdivision Regulations for lots served by public water and sanitary sewer in either an R-1 Suburban District or an R-3 Suburban District, as proposed via the rezoning application.

Sections 10.C.3. and 10.C.3.(a) of the Subdivision Regulations allow a subdivision application to be held over one (1) time, with any additional holdover requiring a new application and fees. Because the proposed subdivision would not create a split-zoning condition or other regulatory conflict, its approval is not dependent on the outcome of the rezoning request. The Planning Commission may take action on the subdivision independently, based on whether it meets the minimum requirements of the Subdivision Regulations.

Similarly, Article 5, Section 64-5-5.D.2.(b) of the Unified Development Code limits a rezoning application to one (1) holdover. Approval of the rezoning is not contingent upon subdivision approval, provided the legal description accurately identifies the property boundaries. The Planning Commission may act on each request independently, taking action on the rezoning and subdivision separately, as appropriate.

SUBDIVISION HOLDOVER CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

The Subdivision request is under review for the following considerations:

1. Compliance with Section 5.A.2(e) of the Subdivision Regulations regarding the required lot information necessary to meet minimum subdivision plat standards.
2. Compliance with Section 6.B.9 of the Subdivision Regulations regarding the minimum existing right-of-way along Cottage Hill Road or dedication to provide a 100-foot-wide right-of-way, whichever is greater.

REZONING HOLDOVER CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers approving the Rezoning request it should be subject to the following condition(s):

1. Full compliance with all municipal codes and ordinances.

SITE HISTORY

The site was officially annexed into the City of Mobile as part of the *Cottage Hill Corridor Annexation*, adopted by the City Council on May 9, 2023.

Historically, the property has been used for residential purposes, except for a telecommunications tower located on a leased parcel near the south and west property lines. The telecommunications tower was constructed prior

to annexation and may be considered non-conforming, subject to the applicable provisions of Article 6 of the Unified Development Code (UDC).

There are no Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Show and label LOT 2.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 6,000 SF AND LOT 2 – NONE.
D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

No comments.

Traffic Engineering Comments:

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

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p.

1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

Subdivision

The purpose of this application is to create two (2) legal lots of record from two (2) existing metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The preliminary plat illustrates a single proposed lot, labeled Lot 1, and two (2) lease parcels, each of which exceeds 3,000 square feet in area and are developed with a telecommunications tower and associated equipment. Under current regulations, any parcel 3,000 square feet or more must be established as a legal lot of record. Although the lease parcels existed in their current configuration prior to annexation, the concurrent Rezoning application reflects an intent to redevelop the property, thereby triggering the requirement for full compliance with current regulations, including the Subdivision Regulations.

As the Subdivision request is for two (2) legal lots, the plat must be revised to clearly depict the configuration of both proposed lots, as staff cannot infer the intent of their design from the application materials provided.

If the applicant instead intends to create three (3) legal lots—to correspond with the boundaries of the lease parcels—then the application will need to be held over. In that case, the applicant must submit a revised plat, new mailing labels, and additional fees for the third lot before the application may proceed.

The site fronts Cottage Hill Road, classified as a Minor Arterial Street, which requires a 100-foot-wide right-of-way at this location. Although the preliminary plat reflects a varying right-of-way width, internal mapping data and parcel records suggest that sufficient right-of-way exists. Therefore, if approved, the plat must be revised to clearly depict either the minimum existing right-of-way width or a dedicated 100-foot-wide right-of-way, whichever is greater.

The two (2) lease areas, regardless of their final configuration, do not have frontage on a public street. Per Section 6.C.4. of the Subdivision Regulations, all lots outside of a private street subdivision must abut a dedicated and maintained public street. However, Article 3, Section 64-3-2.A. of the Unified Development Code (UDC) allows for access via a recorded, dedicated easement or other legal instrument.

A 23-foot-wide access and utilities easement is illustrated on the preliminary plat, providing access to both lease areas via a driveway through the proposed development. Given that traffic generated by telecommunications towers is generally limited to periodic maintenance, this configuration may be sufficient. Nonetheless, a waiver of Section 6.C.4. will be required for approval of the subdivision as proposed.

Proposed Lot 1 exceeds the minimum area requirements for lots served by public water and sewer in both the R-1 Suburban (7,200 sq. ft.) and R-3 Suburban (10,000 sq. ft.) zoning classifications. The plat appropriately labels this lot's area in both square feet and acres, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information must be retained on the Final Plat, adjusted as needed for any required dedication.

No information is provided for the second proposed lot, preventing staff from verifying whether it meets the minimum size requirements of the UDC. The revised plat must, therefore, include the area of the second lot in both square feet and acres.

The 25-foot minimum front yard setback is shown along Cottage Hill Road, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2, Sections 64-2-5.E. (for R-1 Suburban districts) and 64-2-7.E. (for R-3 Suburban districts) of the UDC. This setback should be retained on the Final Plat, with adjustments for any required dedication.

Since the lease parcels do not front a public street, no front yard setback is required. Therefore, a waiver of Section 6.C.8. may be granted; however, this waiver should be limited to any proposed lot(s) lacking street frontage. The lease parcels will remain subject to the side and rear yard setback requirements outlined in Article 2 of the UDC for the applicable zoning districts.

As mentioned, an access and utilities easement is depicted on the preliminary plat. If approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder.

Additionally, two existing easements are shown: a 30-foot-wide access easement along the west property line and a 20-foot-wide access easement near the east property line. Both easements are proposed to be vacated in favor of the newly illustrated access and utilities easements.

Rezoning

The applicant is requesting to rezone the lots resulting from the proposed subdivision from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District, to facilitate redevelopment of the property for multi-family residential use. According to the applicant, the proposal will allow for the

construction of residential duplex houses, which is intended to promote a diverse mix of housing types to better accommodate the varied needs of prospective residents.

Additional details and the full application may be viewed using the link provided on Page 1 of this report.

The subject site is bordered by properties zoned R-1 to the east, south, and west, which are generally developed with single-family residential housing. To the north, properties are zoned B-3, Community Business Suburban District, supporting a mix of commercial uses.

The land use along this segment of Cottage Hill Road includes a mix of single-family residences, religious institutions, warehousing, general retail, and office uses. However, the predominant land use in the immediate vicinity remains single-family residential.

The Unified Development Code (UDC) and its associated zoning map are based on long-range comprehensive planning studies and serve to guide orderly and desirable development. Casual or unsupported amendments to the UDC can undermine this goal. Therefore, rezoning requests are evaluated based on the following criteria:

- Consistency with the Comprehensive Plan
- Existence of a mistake or error in the original zoning map
- Compatibility with the surrounding neighborhood
- Promotion of public health, safety, and welfare
- Capacity of infrastructure to support the proposed zoning
- Presence of changed or changing conditions justifying the amendment

In this case, no justification was submitted by the applicant addressing these criteria.

According to the Future Land Use Map, the site lies within a mixed-commercial corridor. While the Future Land Use Plan primarily envisions commercial and office uses, it acknowledges that multi-family residential uses may be appropriate as a secondary use. Given the mixed-use nature of the corridor—despite its predominantly residential character—the proposal may merit consideration. However, without supporting analysis from the applicant, the request lacks documentation of how it meets the above criteria.

If approved, R-3 zoning would permit a more intense residential use of the property by right, beyond the applicant's conceptual plan (which shows eight duplex structures, totaling 16 dwelling units). Approval of the rezoning would not limit development to this specific layout or intensity. Therefore, the Planning Commission must consider whether the rezoning is appropriate in light of:

- The character of surrounding development
- The compatibility of multi-family housing along this specific segment of Cottage Hill Road
- The lack of formal justification based on UDC criteria
- The potential impacts—positive or negative—on the existing neighborhood

While the site's location along a designated corridor and adjacent to B-3 zoning could support a transition in land use intensity, approval should be based on a clear determination that the request aligns with both the intent of the Comprehensive Plan and the UDC's rezoning criteria.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

The Planning Commission should consider a holdover of the request until the September 18, 2025, meeting, with revisions submitted no later than Tuesday, September 2nd, to allow the applicant to address the following:

1. Revise the plat to clearly depict the configuration of both proposed lots;
2. Revise the plat to clearly depict either the minimum existing right-of-way width or a dedicated 100-foot-wide right-of-way, which is greater, along Cottage Hill Road;
3. Revise the plat to include the area of the second lot in both square feet and acres;
4. If the applicant instead intends to create three (3) legal lots to correspond with the boundaries of the lease parcels, the applicant must submit a revised plat, new mailing labels, and additional fees for the third lot.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

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B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;

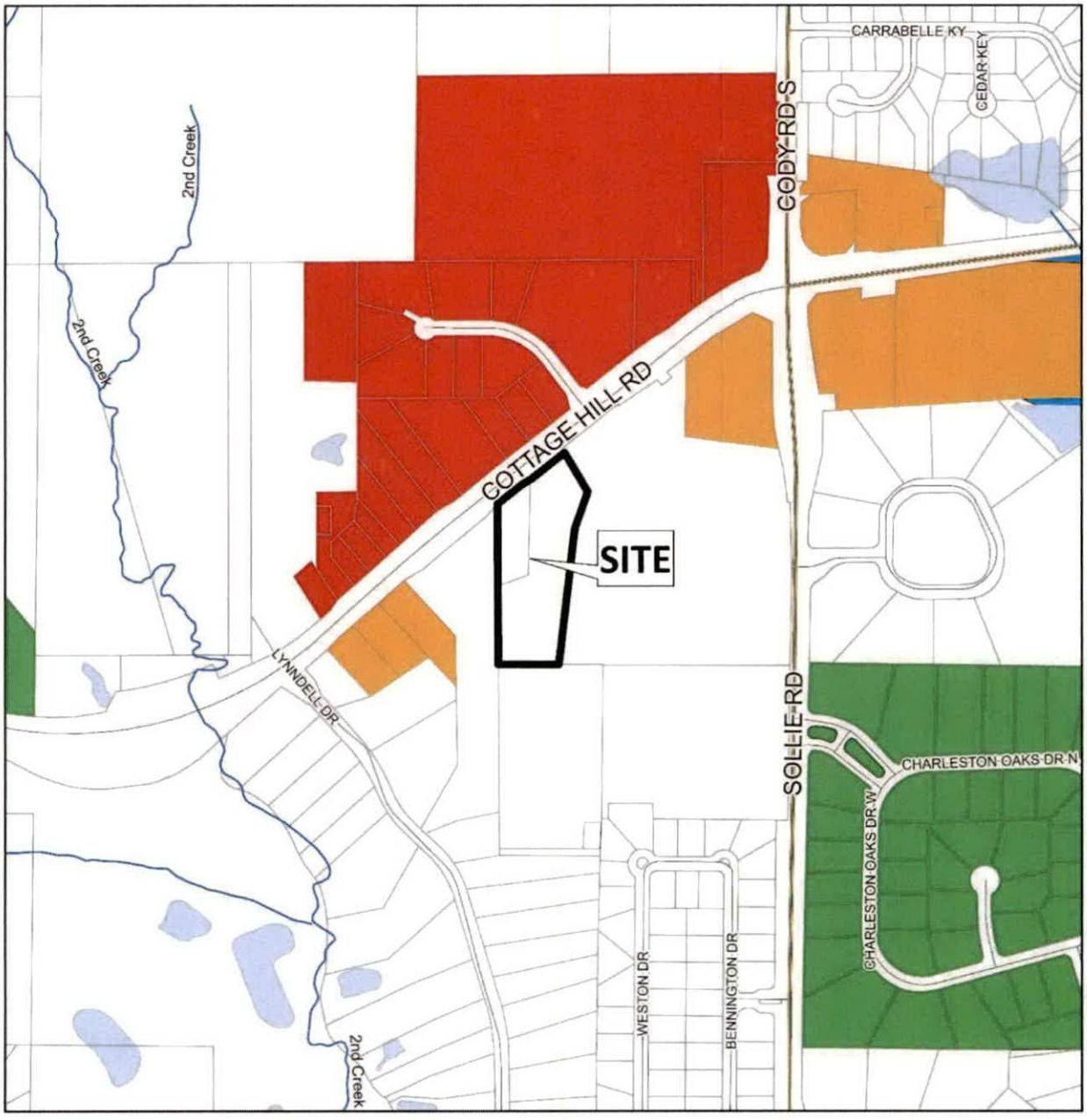
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider a holdover of the request until the September 18, 2025, meeting to allow concurrent consideration with the accompanying subdivision application.

LOCATOR ZONING MAP



APPLICATION NUMBER 2 DATE September 18, 2025

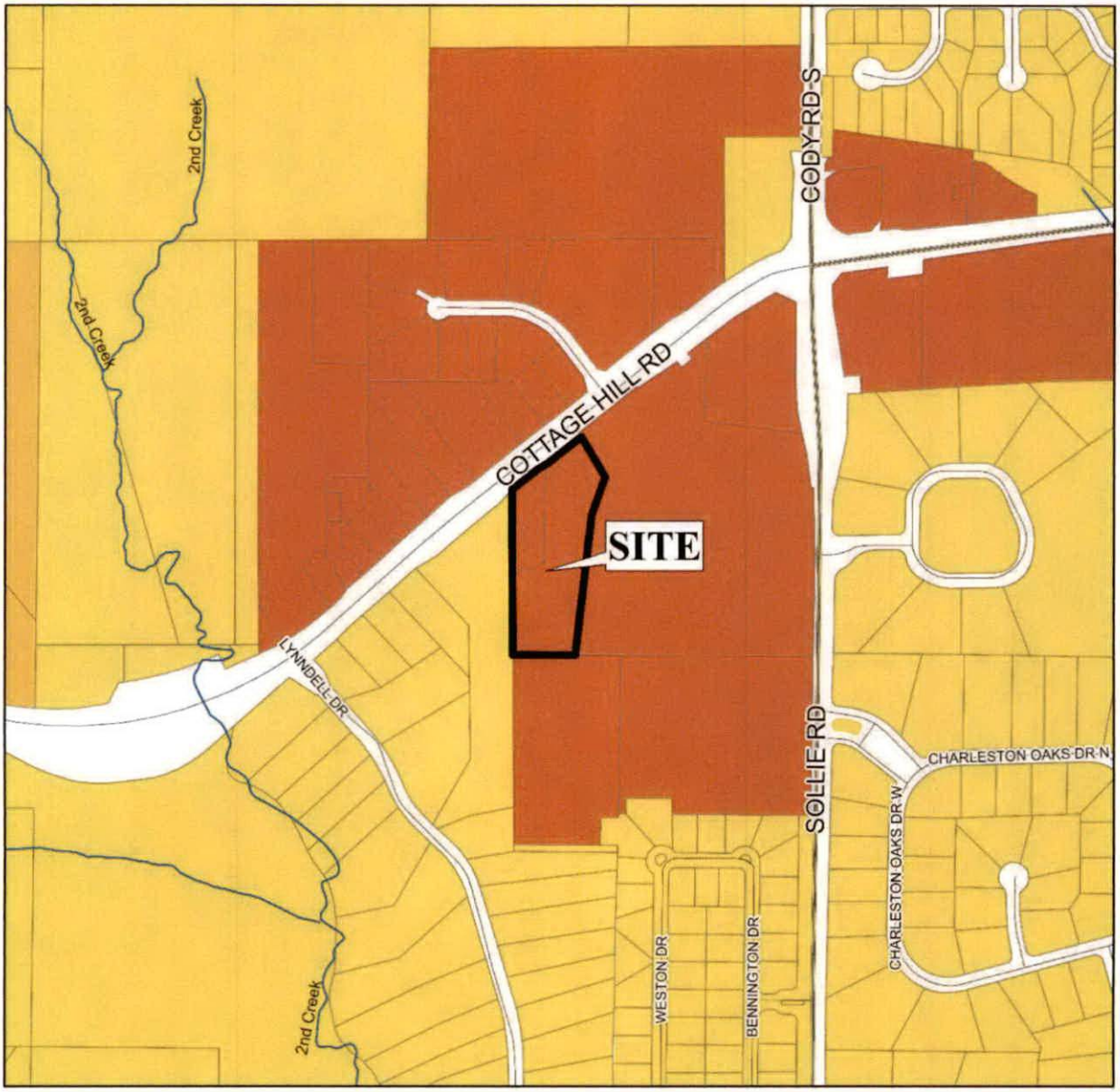
APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

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NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 2 DATE September 18, 2025

APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 2 DATE September 18, 2025

APPLICANT Star Light at Cottage Hill Subdivision

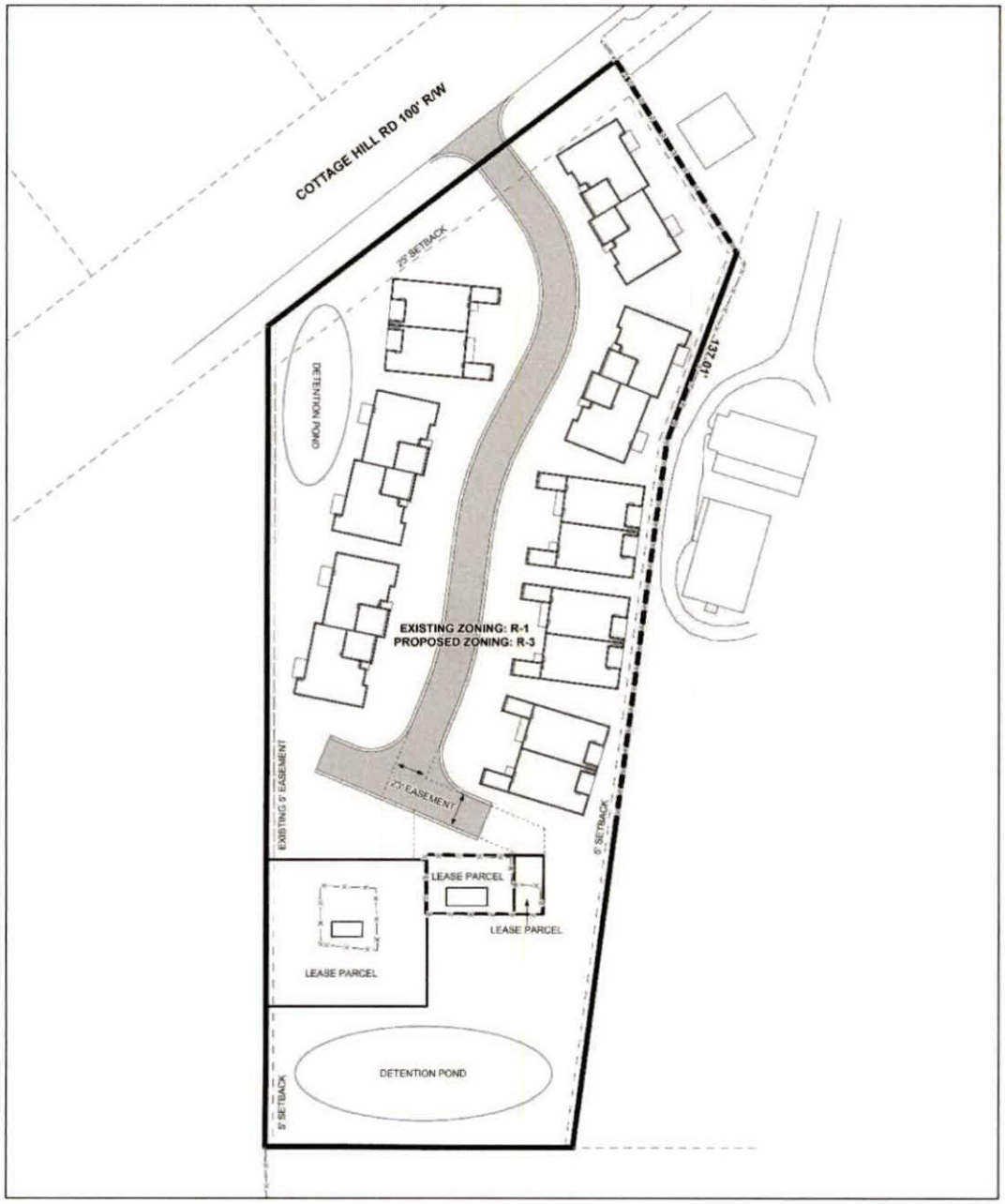
REQUEST Subdivision, Rezoning from R-1 to R-3

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

N

NTS

SITE PLAN



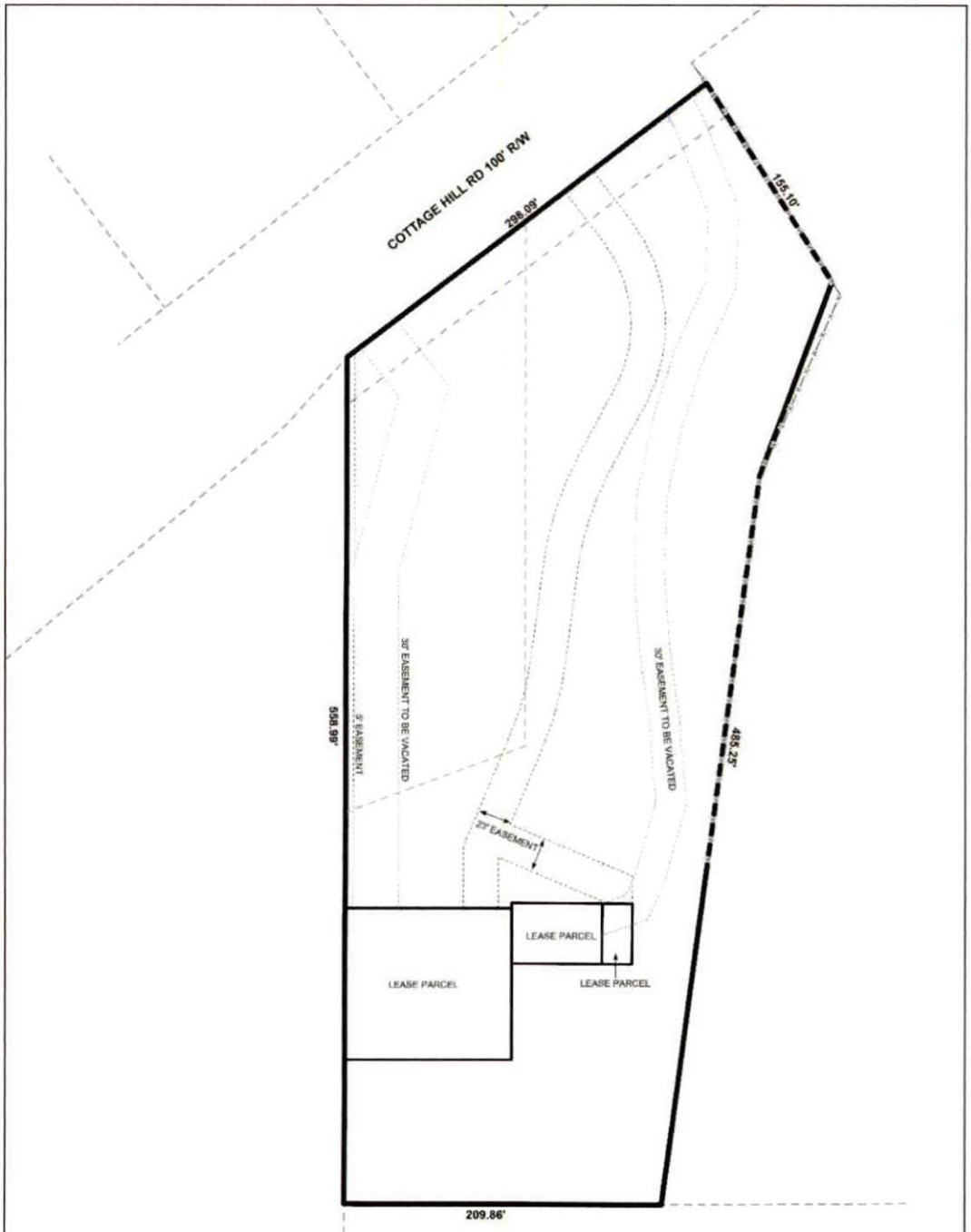
The site plan illustrates proposed buildings, setbacks, easements, and drives.

APPLICATION NUMBER	2	DATE	September 18, 2025
APPLICANT	Star Light at Cottage Hill Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER	2	DATE	September 18, 2025
APPLICANT	Star Light at Cottage Hill Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N

NTS

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Agenda Item # 12

SUB-003240-2025 & ZON-UDC-003426-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
7211 & 7221 Cottage Hill Road

Subdivision Name:
Star Light at Cottage Hill Subdivision

Applicant / Agent:
Shabbir Hossain / Vincent D. LaCoste, II, Bethel Engineering

Property Owner(s):
Star Signature Homes, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District

Proposed Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-1 to R-3
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Holdover; and
2. Holdover.

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE Augus 21, 2025

APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

SITE HISTORY

The site was officially annexed into the City of Mobile as part of the *Cottage Hill Corridor Annexation*, adopted by the City Council on May 9, 2023.

Historically, the property has been used for residential purposes, except for a telecommunications tower located on a leased parcel near the south and west property lines. The telecommunications tower was constructed prior to annexation and may be considered non-conforming, subject to the applicable provisions of Article 6 of the Unified Development Code (UDC).

There are no Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Show and label LOT 2.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 6,000 SF AND LOT 2 – NONE.
D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

No comments.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

Subdivision

The purpose of this application is to create two (2) legal lots of record from two (2) existing metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The preliminary plat illustrates a single proposed lot, labeled Lot 1, and two (2) lease parcels, each of which exceeds 3,000 square feet in area and are developed with a telecommunications tower and associated equipment. Under current regulations, any parcel 3,000 square feet or more must be established as a legal lot of record. Although the lease parcels existed in their current configuration prior to annexation, the concurrent

Rezoning application reflects an intent to redevelop the property, thereby triggering the requirement for full compliance with current regulations, including the Subdivision Regulations.

As the Subdivision request is for two (2) legal lots, the plat must be revised to clearly depict the configuration of both proposed lots, as staff cannot infer the intent of their design from the application materials provided.

If the applicant instead intends to create three (3) legal lots—to correspond with the boundaries of the lease parcels—then the application will need to be held over. In that case, the applicant must submit a revised plat, new mailing labels, and additional fees for the third lot before the application may proceed.

The site fronts Cottage Hill Road, classified as a Minor Arterial Street, which requires a 100-foot-wide right-of-way at this location. Although the preliminary plat reflects a varying right-of-way width, internal mapping data and parcel records suggest that sufficient right-of-way exists. Therefore, if approved, the plat must be revised to clearly depict either the minimum existing right-of-way width or a dedicated 100-foot-wide right-of-way, whichever is greater.

The two (2) lease areas, regardless of their final configuration, do not have frontage on a public street. Per Section 6.C.4. of the Subdivision Regulations, all lots outside of a private street subdivision must abut a dedicated and maintained public street. However, Article 3, Section 64-3-2.A. of the Unified Development Code (UDC) allows for access via a recorded, dedicated easement or other legal instrument.

A 23-foot-wide access and utilities easement is illustrated on the preliminary plat, providing access to both lease areas via a driveway through the proposed development. Given that traffic generated by telecommunications towers is generally limited to periodic maintenance, this configuration may be sufficient. Nonetheless, a waiver of Section 6.C.4. will be required for approval of the subdivision as proposed.

Proposed Lot 1 exceeds the minimum area requirements for lots served by public water and sewer in both the R-1 Suburban (7,200 sq. ft.) and R-3 Suburban (10,000 sq. ft.) zoning classifications. The plat appropriately labels this lot's area in both square feet and acres, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information must be retained on the Final Plat, adjusted as needed for any required dedication.

No information is provided for the second proposed lot, preventing staff from verifying whether it meets the minimum size requirements of the UDC. The revised plat must, therefore, include the area of the second lot in both square feet and acres.

The 25-foot minimum front yard setback is shown along Cottage Hill Road, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2, Sections 64-2-5.E. (for R-1 Suburban districts) and 64-2-7.E. (for R-3 Suburban districts) of the UDC. This setback should be retained on the Final Plat, with adjustments for any required dedication.

Since the lease parcels do not front a public street, no front yard setback is required. Therefore, a waiver of Section 6.C.8. may be granted; however, this waiver should be limited to any proposed lot(s) lacking street frontage. The lease parcels will remain subject to the side and rear yard setback requirements outlined in Article 2 of the UDC for the applicable zoning districts.

As mentioned, an access and utilities easement is depicted on the preliminary plat. If approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder.

Additionally, two existing easements are shown: a 30-foot-wide access easement along the west property line and a 20-foot-wide access easement near the east property line. Both easements are proposed to be vacated in favor of the newly illustrated access and utilities easements.

Rezoning

The applicant is requesting to rezone the lots resulting from the proposed subdivision from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District, to facilitate redevelopment of the property for multi-family residential use. According to the applicant, the proposal will allow for the construction of residential duplex houses, which is intended to promote a diverse mix of housing types to better accommodate the varied needs of prospective residents.

Additional details and the full application may be viewed using the link provided on Page 1 of this report.

The subject site is bordered by properties zoned R-1 to the east, south, and west, which are generally developed with single-family residential housing. To the north, properties are zoned B-3, Community Business Suburban District, supporting a mix of commercial uses.

The land use along this segment of Cottage Hill Road includes a mix of single-family residences, religious institutions, warehousing, general retail, and office uses. However, the predominant land use in the immediate vicinity remains single-family residential.

The Unified Development Code (UDC) and its associated zoning map are based on long-range comprehensive planning studies and serve to guide orderly and desirable development. Casual or unsupported amendments to the UDC can undermine this goal. Therefore, rezoning requests are evaluated based on the following criteria:

- Consistency with the Comprehensive Plan
- Existence of a mistake or error in the original zoning map
- Compatibility with the surrounding neighborhood
- Promotion of public health, safety, and welfare
- Capacity of infrastructure to support the proposed zoning
- Presence of changed or changing conditions justifying the amendment

In this case, no justification was submitted by the applicant addressing these criteria.

According to the Future Land Use Map, the site lies within a mixed-commercial corridor. While the Future Land Use Plan primarily envisions commercial and office uses, it acknowledges that multi-family residential uses may be appropriate as a secondary use. Given the mixed-use nature of the corridor—despite its predominantly residential character—the proposal may merit consideration. However, without supporting analysis from the applicant, the request lacks documentation of how it meets the above criteria.

If approved, R-3 zoning would permit a more intense residential use of the property by right, beyond the applicant's conceptual plan (which shows eight duplex structures, totaling 16 dwelling units). Approval of the rezoning would not limit development to this specific layout or intensity. Therefore, the Planning Commission must consider whether the rezoning is appropriate in light of:

- The character of surrounding development
- The compatibility of multi-family housing along this specific segment of Cottage Hill Road
- The lack of formal justification based on UDC criteria

- The potential impacts—positive or negative—on the existing neighborhood

While the site's location along a designated corridor and adjacent to B-3 zoning could support a transition in land use intensity, approval should be based on a clear determination that the request aligns with both the intent of the Comprehensive Plan and the UDC's rezoning criteria.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

The Planning Commission should consider a holdover of the request until the September 18, 2025, meeting, with revisions submitted no later than Tuesday, September 2nd, to allow the applicant to address the following:

1. Revise the plat to clearly depict the configuration of both proposed lots;
2. Revise the plat to clearly depict either the minimum existing right-of-way width or a dedicated 100-foot-wide right-of-way, which is greater, along Cottage Hill Road;
3. Revise the plat to include the area of the second lot in both square feet and acres;
4. If the applicant instead intends to create three (3) legal lots to correspond with the boundaries of the lease parcels, the applicant must submit a revised plat, new mailing labels, and additional fees for the third lot.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:

(1) The current development trends, if any, in the vicinity of the subject property;
(2) Surrounding land uses;
(3) Would adversely impact neighboring properties; or
(4) Cause a loss in property values.

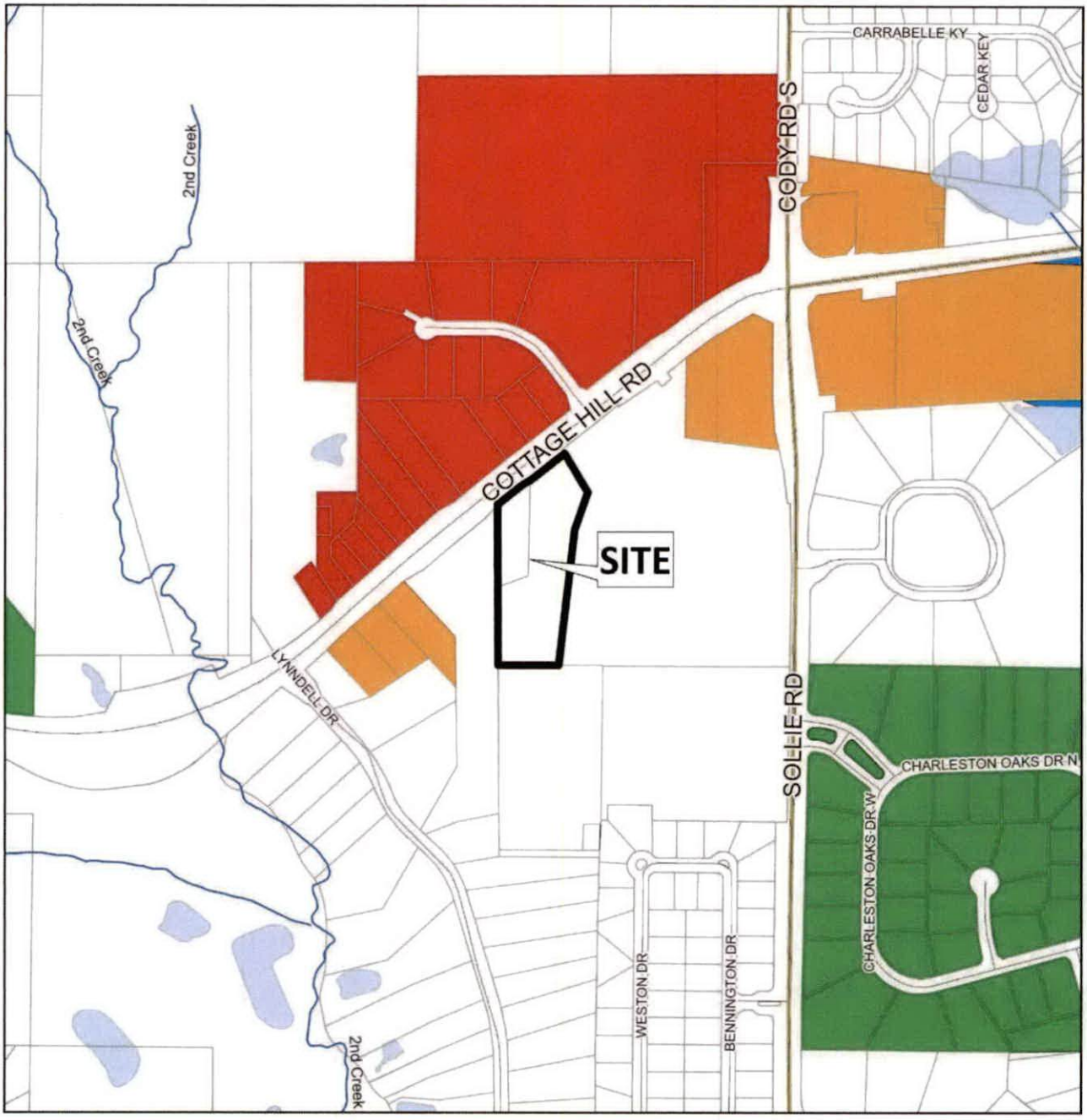
D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider a holdover of the request until the September 18, 2025, meeting to allow concurrent consideration with the accompanying subdivision application.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE Augus 21, 2025

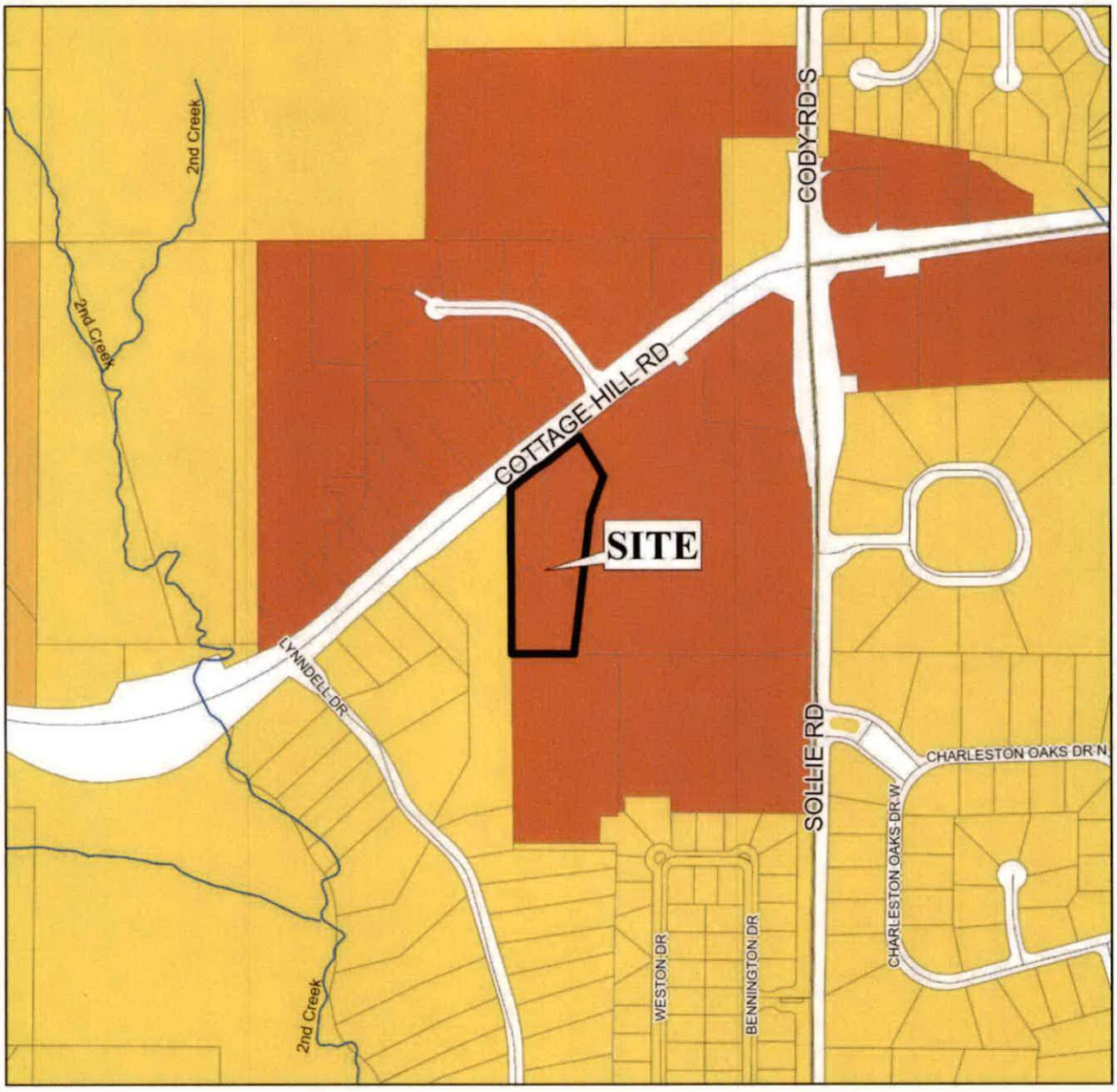
APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE Augus 21, 2025

APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE Augus 21, 2025

APPLICANT Star Light at Cottage Hill Subdivision

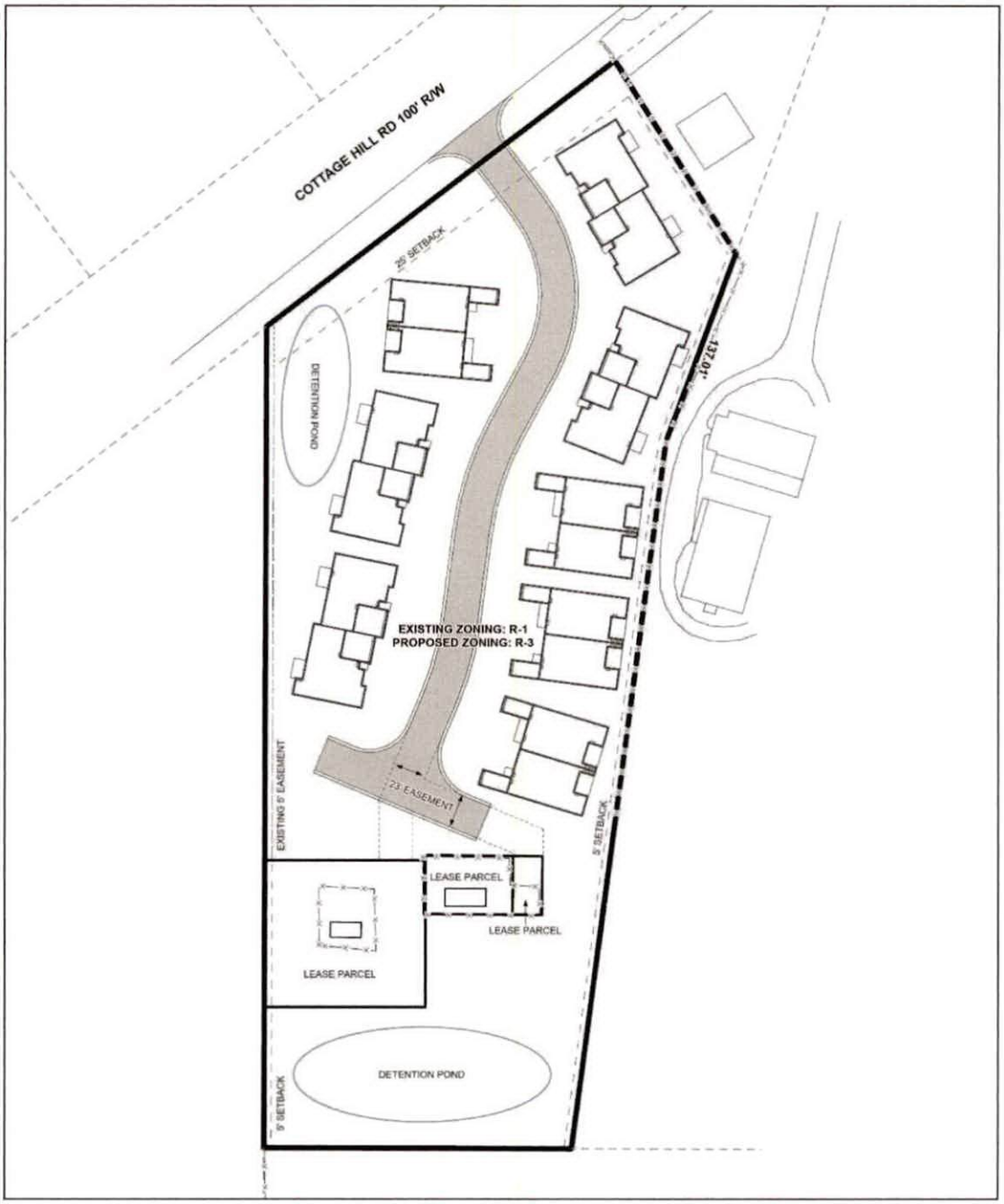
REQUEST Subdivision, Rezoning from R-1 to R-3

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

N

NTS

SITE PLAN



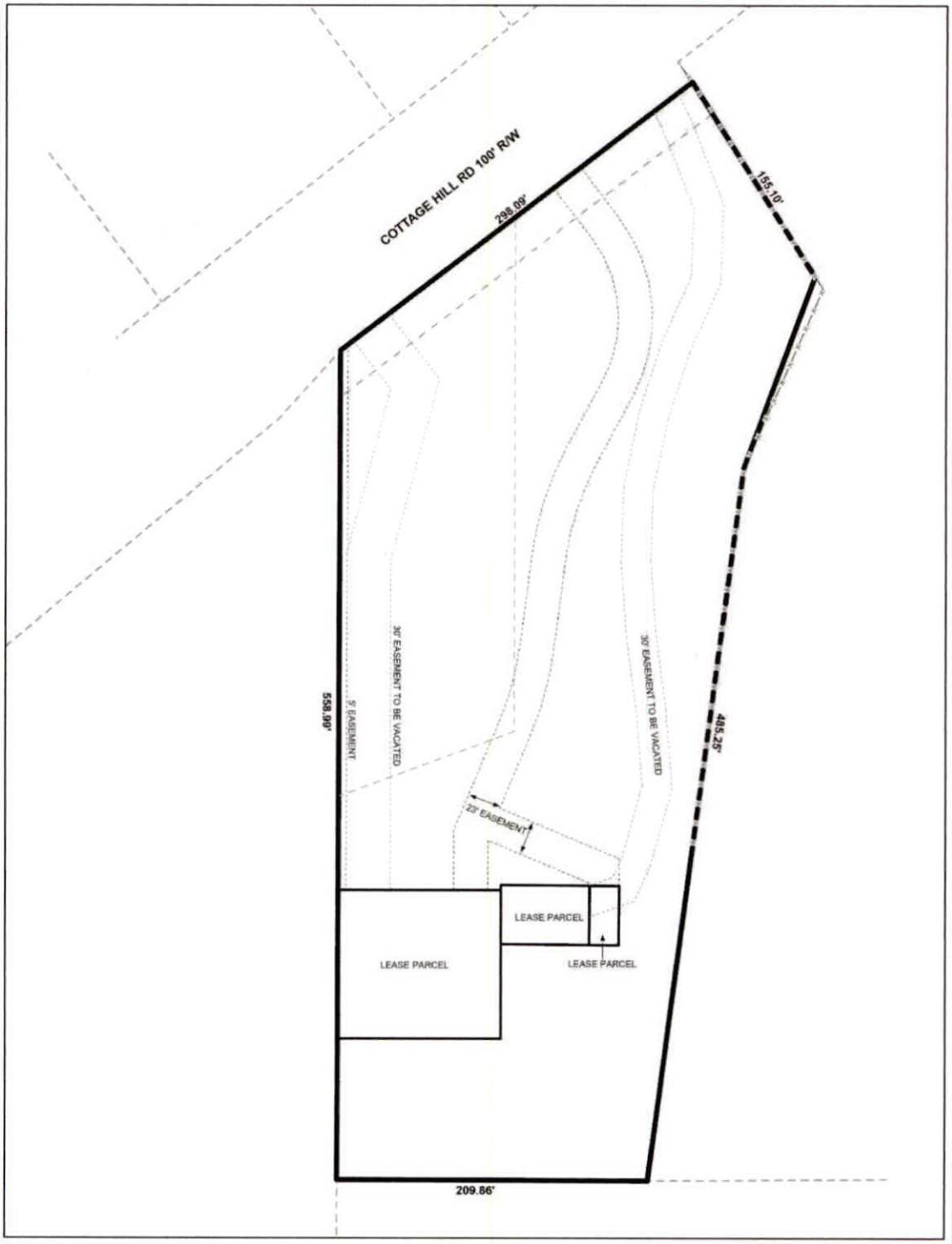
The site plan illustrates proposed buildings, setbacks, easements, and drives.

APPLICATION NUMBER	12	DATE	Augus 21, 2025
APPLICANT	Star Light at Cottage Hill Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 12 DATE Augus 21, 2025

APPLICANT Star Light at Cottage Hill Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 February 2026 (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 Arcadis US Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Arcadis US, Inc. for 29 Cirrux traffic intersection video detection systems for Council Districts 6 and 7 for Traffic Engineering.
CIP - Signal upgrade - Grelot, Cody, & others

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $744,014.08

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: AL 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:

R E S O L U T I O N

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, a 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
7278	2026	(2060) TRAFFIC ENGINEERING	29 CIRRUX TRAFFIC INTERSECTION VIDEO DETECTION SYSTEMS FOR COUNCIL DISTRICTS 6 AND 7 FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	$744,014.08	(297773) ARCADIS U.S. INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007278-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/26	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AL ITS COM 26016 AND THE STATE OF ALABAMA CONTRACT NO MA 999 220000000043 THIS CONTRACT EXPIRES 01-09-2027			
001	ITEM 37 Vehicle Detection System (Major Materials)(Cost Plus) Vendor Item	1.00 EACH	741972.00000	741972.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0924 .OPERSUPPLS. .			741972.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	261 Technical Services, Project Manager (5 years experience ITS Field) SERVICE TYPE L&E Vendor Item	8.00 EACH	255.26000	2042.08
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00007278-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/26	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E	C0924 .OPERSUPPLS. .			2042.08

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 744014.08

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0924 .OPERSUPPLS. .	744014.08	605985.92

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	744014.08	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	01/28/26	ADAM SPENCE	Auto approved by: 91054000
Approved	01/28/26	JENNIFER WHITE	
Approved	01/29/26	BRENDA RHODES	
Approved	01/29/26	TIFFANY HOLLINS	Auto approved by: 910511034

Bill To	Requisition 00007278-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/26	297773				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/29/26	RELYA MALLORY		Auto approved by: 910511034	
	Approved	02/09/26	DONALD ROSE		Auto approved by: 910518227	
	Approved	02/09/26	SANDRA LEWIS			
	Approved	02/09/26	STEVEN KRONINGER		Auto approved by: 910518227	
	Approved	02/09/26	SAMANTHA COOLEY		Auto approved by: 910518227	
	Approved	02/09/26	JAMES NEESE		Auto approved by: 910518227	
	Approved	02/09/26	PATRICIA KENNEDY-JONES		Auto approved by: 910518227	
	Approved	02/09/26	REBECCA CRUMPLER		Auto approved by: 910518227	
	Approved	02/09/26	ANNE FOLEY		Auto approved by: 910518227	
	Approved	02/09/26	JOHN PAINE		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Intelligent Transportation System Amendment #1

Type
Master Agreement

Supplier
Arcadis Us, Inc

Contract Code
220000000043-999-1

Linked Solicitation
NA

Sourcing Number
NA

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Ellen	Hooper	ellen.hooper@arcadis.com	602-797-4514

1 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
2/14/2022

End Date
1/9/2027

Documents

- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Statewide Intelligent Transportation System Maintenance terms and conditions.xml

Items

Item Name	Product Code		UOM
Fiber Optic Cable, (Major Materials)	220000000043-999-1-1	0.00	USD
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-2	2.67	Linear Foot

Item Name	Product Code		UOM
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-3	2.73	Linear Foot
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-4	2.80	Linear Foot
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-5	2.86	Linear Foot
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-6	2.98	Linear Foot
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-7	3.10	Linear Foot
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G	220000000043-999-1-8	3.22	Linear Foot
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl	220000000043-999-1-9	1.22	Linear Foot
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf	220000000043-999-1-10	1.76	Linear Foot
Fiber Optic Cable, Adder For 1,500 Lf Or Less	220000000043-999-1-11	2.43	Linear Foot
Fiber Optic Cable, Adder Existing Conduit	220000000043-999-1-12	2.43	Linear Foot
Fiber Distribution Unit, (Major Materials)	220000000043-999-1-13	0.00	USD
Fiber Distribution Unit, 72F Rack	220000000043-999-1-14	1,033.18	Each

Item Name	Product Code		UOM
Mount, Primary			
Fiber Distribution Unit, 144F Rack Mount, Primary	220000000043-999-1-15	1,610.55	Each
Fiber Distribution Unit, 6F Shelf Mount, Secondary	220000000043-999-1-16	316.03	Each
Fiber Distribution Unit, 12F Shelf Mount, Secondary	220000000043-999-1-17	449.74	Each
Fiber Distribution Unit, Re-Entry	220000000043-999-1-18	243.10	Each
Network Device, (Major Materials)	220000000043-999-1-19	0.00	USD
Network Device, Type A (CMES)	220000000043-999-1-20	388.96	Each
Network Device, Type B (AMES)	220000000043-999-1-21	364.65	Each
Network Device, Type C (FMES)	220000000043-999-1-22	328.19	Each
Network Device, Endpoint Radio	220000000043-999-1-23	2,795.66	Each
Network Device, Backhaul Radio	220000000043-999-1-24	3,038.77	Each
Network Device, Cellular Modem	220000000043-999-1-25	303.88	Each
Network Device, Existing Radio Realignment	220000000043-999-1-26	2,431.01	Each
Network Device, Existing Radio Component Replacement	220000000043-999-1-27	328.19	Each

Item Name	Product Code		UOM
Network Device, Existing Network Device Configuration	220000000043-999-1-28	328.19	Each
Network Device, Existing Network Device Preventative	220000000043-999-1-29	60.78	Each
Network Device, Existing Backhaul Radio Preventative	220000000043-999-1-30	60.78	Each
Network Device, Existing Endpoint Radio Preventative	220000000043-999-1-31	60.78	Each
CCTV, Camera (Major Materials)	220000000043-999-1-32	0.00	USD
CCTV, Camera Mount, 40 FT Mounting Height or Less	220000000043-999-1-33	1,458.61	Each
CCTV, Camera Mount, 41 FT to 65 FT Mounting Height	220000000043-999-1-34	2,187.91	Each
CCTV, Camera Mount, 66 FT Mounting Height or Greater	220000000043-999-1-35	2,917.22	Each
CCTV, Camera Preventative Maintenance	220000000043-999-1-36	364.65	Each
Vehicle Detection System, (Major Materials)	220000000043-999-1-37	0.00	USD
Vehicle Detection System, Radar or Bluetooth	220000000043-999-1-38	911.63	Each
Vehicle Detection System,	220000000043-999-1-39	364.65	Each

Item Name	Product Code		UOM
Magnetometer or In-Pavement Device			
Vehicle Detection System, V to X	220000000043-999-1-40	911.63	Each
Vehicle Detection System, Component Replacement	220000000043-999-1-41	328.19	Each
Vehicle Detection System, Preventative Maintenance	220000000043-999-1-42	364.65	Each
Dynamic Message Sign, (Major Materials)	220000000043-999-1-43	0.00	USD
Dynamic Message Sign, Walk-In	220000000043-999-1-44	4,801.25	Each
Dynamic Message Sign, Front Access (Type A)	220000000043-999-1-45	3,476.35	Each
Dynamic Message Sign, Front Access (Type B)	220000000043-999-1-46	3,476.35	Each
Dynamic Message Sign, Dedicated, VSL, Multipost Sign	220000000043-999-1-47	2,795.66	Each
Dynamic Message Sign, Component Replacement	220000000043-999-1-48	546.98	Each
Dynamic Message Sign, Preventative Maintenance	220000000043-999-1-49	911.63	Each
Environmental Sensor, (Major Materials)	220000000043-999-1-50	0.00	USD
Environmental Sensor, Complete Install	220000000043-999-1-51	2,005.59	Each

Item Name	Product Code		UOM
Enviromental Sensor, Component Replacement	220000000043-999-1-52	972.41	Each
Enviromental Sensor, Preventative Maintenance	220000000043-999-1-53	425.43	Each
Highway Advisory Radio, (Major Materials)	220000000043-999-1-54	0.00	USD
Highway Advisory Radio, Complete Install	220000000043-999-1-55	2,005.59	Each
Highway Advisory Radio, Component Replacement	220000000043-999-1-56	972.41	Each
Highway Advisory Radio, Preventative Maintenance	220000000043-999-1-57	425.43	Each
Conduit Non-Metallic Exposed, (Major Materials)	220000000043-999-1-58	0.00	USD
Conduit Non-Metallic Exposed, 1 Inch	220000000043-999-1-59	11.18	Linear Foot
Conduit Non-Metallic Exposed, 1-1/4 Inch	220000000043-999-1-60	11.49	Linear Foot
Conduit Non-Metallic Exposed, 1-1/2 Inch	220000000043-999-1-61	11.79	Linear Foot
Conduit Non-Metallic Exposed, 2 Inch	220000000043-999-1-62	11.91	Linear Foot
Conduit Non-Metallic Exposed, 3 Inch	220000000043-999-1-63	12.09	Linear Foot
Conduit Non-Metallic	220000000043-999-1-64	12.28	Linear Foot

Item Name	Product Code		UOM
Exposed, 4 Inch			
Conduit Non-Metallic Exposed, 6 Inch	220000000043-999-1-65	12.88	Linear Foot
Conduit Non-Metallic Exposed, Adder for 500 LF or Less	220000000043-999-1-66	3.65	Linear Foot
Conduit Non-Metallic Exposed, Adder for a bridge	220000000043-999-1-67	24.31	Linear Foot
Conduit Rigid Metallic Galvanized, (Major Materials)	220000000043-999-1-68	0.00	USD
Conduit Rigid Metallic Galvanized, 1 Inch	220000000043-999-1-69	12.76	Linear Foot
Conduit Rigid Metallic Galvanized, 1-1/4 Inch	220000000043-999-1-70	13.98	Linear Foot
Conduit Rigid Metallic Galvanized, 1-1/2 Inch	220000000043-999-1-71	15.80	Linear Foot
Conduit Rigid Metallic Galvanized, 2 Inch	220000000043-999-1-72	15.05	Linear Foot
Conduit Rigid Metallic Galvanized, 3 Inch	220000000043-999-1-73	17.02	Linear Foot
Conduit Rigid Metallic Galvanized, 4 Inch	220000000043-999-1-74	18.84	Linear Foot
Conduit Rigid Metallic Galvanized, 6 Inch	220000000043-999-1-75	21.88	Linear Foot
Conduit Rigid Metallic Galvanized, 500 LF or Less Adder	220000000043-999-1-76	3.65	Linear Foot

Item Name	Product Code		UOM
Conduit Rigid Metallic Galvanized, Bridge Installation Adder	220000000043-999-1-77	24.31	Linear Foot
Conduit Reinforced Thermosetting Resin, (Major Materials)	220000000043-999-1-78	0.00	USD
Conduit Reinforced Thermosetting Resin, 2 Inch w/Bullet	220000000043-999-1-79	14.59	Linear Foot
Conduit Reinforced Thermosetting Resin, 3 Inch w/Bullet	220000000043-999-1-80	15.80	Linear Foot
Conduit reinforced thermosetting resin 4 inch w/bullet resis	220000000043-999-1-81	17.62	Linear Foot
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD	220000000043-999-1-82	27.96	Linear Foot
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD	220000000043-999-1-83	29.78	Linear Foot
Conduit Reinforced Thermosetting Resin, 500 LF or Less Adder	220000000043-999-1-84	6.08	Linear Foot
Conduit Reinforced Thermosetting Resin, Bridge Installation	220000000043-999-1-85	24.31	Linear Foot
Underground, Non-Metallic, (Major Materials)	220000000043-999-1-86	0.00	USD
Underground, Directional Bore Minimal 3 INCH Diameter Hole	220000000043-999-1-87	8.51	Linear Foot

Item Name	Product Code		UOM
Underground, Directional Bore Minimal 5 INCH Diameter Hole	220000000043-999-1-88	20.66	Linear Foot
Underground, Directional Bore Minimal 8 INCH Diameter Hole	220000000043-999-1-89	31.60	Linear Foot
Underground, Directional Bore Minimal 10 INCH Diameter Hole	220000000043-999-1-90	38.90	Linear Foot
Underground directional bore Minimum 12" diameter hole	220000000043-999-1-91	41.33	Linear Foot
Underground, Directional Bore Minimal 18 INCH Diameter Hole	220000000043-999-1-92	46.19	Linear Foot
Underground, Bore Footage Adder for 3,200 LF or Less - Only	220000000043-999-1-93	2.43	Linear Foot
Underground, Bore Footage Adder for a non-interstate install	220000000043-999-1-94	2.43	Linear Foot
Underground, Bore Railhead Adder	220000000043-999-1-95	6.08	Linear Foot
Underground, Bore Rock hammer Adder	220000000043-999-1-96	54.70	Linear Foot
Underground, Bore Railhead Adder	220000000043-999-1-97	6.08	Linear Foot
Underground, Bore Rock hammer Adder	220000000043-999-1-98	60.78	Linear Foot
Underground, Bore Railhead Adder	220000000043-999-1-99	6.08	Linear Foot
Underground, Bore Rock hammer Adder	220000000043-999-1-100	66.85	Linear Foot

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Joseph Snowden

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Approve the Parking Management Agreement with OVG Parking, LLC to operate and manage the Claiborne Street Garage for a base management fee and incentive management fee.

Amount of Contract:
NA

Funding Source
NA

ATTACHMENTS:
1. Resolution OVG Parking
2. PARKING MANAGEMENT AGREEMENT 01 30 26 v2

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 City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Parking Management Agreement, with OVG Parking, LLC, to operate and manage the Claiborne Street Garage, for a base management fee and incentive management fee, attached hereto or one with wording substantially similar, and made a part hereof.

Said document is by reference made a part of this necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk and in the Office of the Real Estate Asset Management Department of the City of Mobile.

ADOPTED:

_____

City Clerk

PARKING MANAGEMENT AGREEMENT

This PARKING MANAGEMENT AGREEMENT ("**Agreement**") is made and entered into as of the ____ day of _____, 202__, by and between the City of Mobile, Alabama, a municipal corporation ("**City**"), and OVG Parking, LLC, a Delaware limited liability company ("**Operator**"). City and Operator are sometimes referred to herein as the **"Parties**."

RECITALS

WHEREAS, City owns or controls a parking facility with approximately 1,000 parking spaces located at 200 South Claiborne Street, Mobile AL 36602 and commonly referred to as Claiborne Street Garage ("**Parking Facility**") and has the authority to contract with a third party for the management and operation of such Parking Facility.

WHEREAS, Operator is an experienced operator and manager of parking facilities.

WHEREAS, City desires to engage Operator to manage and operate all parking of motor vehicles at the Parking Facility, and Operator desires to accept such engagement, upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Engagement. City hereby grants to Operator, and Operator hereby accepts, the exclusive right and obligation of administering, managing and operating the parking operations at the Parking Facility.

2. Term; Termination.

(a) The initial term of this Agreement shall commence on April 15, 2025 (the "**Commencement Date**") and shall end on April 14, 2028 (the "**Initial Term**"), with two (2) one-year options at the sole discretion of City, to be exercised one option at a time unless terminated earlier as provided in this Agreement. The Initial Term plus any such renewal period is referred to herein as the "**Term**." This Agreement may be extended by the mutual written agreement of the parties.

(b) This Agreement may be terminated (a) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period, and (b) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency laws now in force or hereinafter

enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

3. Operator's Obligations. During the Term, Operator will perform the services and duties described on Exhibit A hereto.

4. Operating Expenses.

(a) City shall be responsible for all expenses incurred by Operator in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "**Operating Expenses**"). Operating Expenses shall include, without limitation, all costs, charges and administrative expenses for: salaries, wages, payroll taxes, benefits and other employee or staffing-related costs; licenses and permits; compliance with governmental laws, regulations and payment card industry standards; uniforms, supplies (including parking passes), tools and cleaning; maintenance and repair performed by Operator; any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities (collectively, "**Sales Tax**"); telephone; utilities (except to the extent paid directly by City); bookkeeping and administrative services; automobile allowances; employee recruitment, training and ongoing employee relations; computerized accounts receivable service; banking and credit card system services; postage and freight; tickets, paper and reporting forms; accounts payable and insurance claims processing; the insurance required to be maintained by Operator hereunder (including without limitation workers' compensation insurance, automobile insurance (if applicable), garage keeper's legal liability insurance (if applicable), general liability insurance and comprehensive crime insurance coverage), at rates established by Operator (but in no event to exceed the rates contained in the approved Budget); and deductibles or self-insured retentions for insured losses attributable to the Parking Facility. Operating Expenses shall also include any expenses not listed above that are approved by City prior to expenditure. Operating Expenses shall be paid from Gross Receipts or shall otherwise be funded by City.

(b) Operating Expenses shall not include (i) the costs of maintenance and repair required of City hereunder, (ii) the cost of equipment and improvements as described in Section 10 below, or (iii) City's various costs associated with its ownership and/or occupancy of the Parking Facility, including without limitation depreciation, building insurance, real estate taxes and assessments, taxes on City's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and expenses as may be necessitated to comply with the Americans With Disabilities Act of 1990. Payment of the expenses and costs described in this paragraph are the sole obligation of City and, if incurred by Operator, shall promptly be reimbursed to Operator by City.

(c) If City disputes any Operating Expense, City shall give Operator written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

5. Gross Receipts; Taxes; Net Profit.

(a) All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by Operator. "**Gross Receipts**" shall mean all cash earned and collected by Operator for the parking and storage of motor vehicles at the Parking Facility, whether on an hourly,

daily, weekly, or monthly basis, less all refunds, discounts and allowances made by Operator to its customers. All discounts and allowances (but not refunds) made by Operator to its customers require pre-approval by the City.

(b) Operator shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by Operator. City shall be responsible for payment directly to the tax collector of the Sales Tax on any cash collected by City or its agents. In addition, each party hereto agrees to reimburse the other party hereto, with respect to any and all loss, costs, penalties, and all other liability whatsoever arising out of any breach of the respective Sales Tax payment obligations set forth herein.

(c) "**Net Profit**" is the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit (less deductions for Operator's Base Management Fee or for other amounts permitted herein to be deducted) shall be paid to City concurrently with the delivery of the monthly statement required in Section 9 below.

6. Fees Paid to Operator.

(a) As compensation for Operator's services hereunder, City shall pay Operator a management fee of $1,750.00 per month (**"Base Management Fee**") increased annually by CPI.

(b) In addition, Operator shall be paid an incentive fee **("Incentive Management Fee**") of two percent (2%) of Parking Facility Net Profit, paid on a monthly basis.

(c) Operator may deduct the Base Management Fee and Incentive Management Fee from Net Profit on a monthly basis to the extent of sufficient Net Profits. To the extent Net Profits are not sufficient to pay such Base Management Fee, then any additional amounts shall be paid by City to Manager within thirty (30) days of invoice by Operator.

(d) If there are net losses from the operation of the Parking Facility (i.e., a negative Parking Facility Net Profit), then those losses shall be funded by the City; Operator shall not have any responsibility for such losses.

(e) The Operator shall ensure that the Parking Facility shall be made available for parking for Events at the arena, as well as daily, weekly, and monthly regular parking, subject to the rights of the U.S. Army Corps of Engineers to utilize parking spaces in the Parking Facility as described in the Ground Lease and Project Agreement between FDS Mobile AL, LLC and the City.

(f) Reference is hereby made to the Management Agreement-New Arena dated February 4, 2025 between the City and Global Spectrum, L.P., d/b/a OVG360, an affiliate of Operator (the "Management Agreement"). As provided in the Management Agreement, the fees earned by Operator from its management of the Parking Facility are solely for Operator's account and shall not constitute part of Revenue or Event Revenue (as such terms are defined in the Management Agreement). However, pursuant to the Management Agreement, the net parking profits from the Parking Facility related to events at the arena shall be part of Revenue and Event Revenue under the Management Agreement, and the net

parking profits or losses from the Parking Facility not related to events at the arena (i.e., related to non-event daily, weekly, or monthly regular parking) shall belong solely to the City and shall not be part of Revenue or Event Revenues under the Management Agreement. For the sake of clarity, nothing in this paragraph (f) or elsewhere in this Agreement is intended to, or shall, amend the Management Agreement.

(g) All costs outside of this Agreement related to the City's operation, management, maintenance and security of the Parking Facility shall be incurred by the City (i.e., such costs shall not be deemed to be Operating Expenses).

7. Reimbursement of Deficit. In the event Operating Expenses plus the Base Management Fee for any month exceed Gross Receipts for such month, resulting in a deficit ("**Monthly Deficit**"), City shall pay Operator the Monthly Deficit within thirty (30) days after receipt of Operator's monthly statement required in Section 8 below. If payment is not made by City to Operator within said thirty (30)-day period, Operator shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable; (ii) offset the amount of the Monthly Deficit (plus accrued interest) by deduction thereof from any Net Profit due or to become due to City; and (iii) at its option, terminate this Agreement pursuant to Section 2(b) and upon written notice, without waiving or limiting any of its legal remedies which Operator may pursue to collect the amount owed.

8. Monthly Reporting.

(a) Within twenty (20) days after the end of each month, Operator shall provide to City a statement showing all Gross Receipts, Operating Expenses, the Management Fee and Net Profit for the preceding month. Within ninety (90) days following the last month of the term of this Agreement, Operator shall prepare and deliver to City a final statement.

(b) Operator shall keep complete and accurate reports and records (collectively, the **"Records"**) of Gross Receipts, Operating Expenses and Net Profit relating to the Parking Facility. Such Records, receipts, and reports shall categorize totals for Event parking and regular daily, weekly, or monthly parking. Such Records shall be kept in accordance with good accounting practices. Operator shall permit City to inspect Operator's Records at Operator's offices during reasonable business hours and at City's expense. Expressly excluded from the Records available for inspection are any Records or portion thereof containing sensitive credit card data, employee information or proprietary or confidential information.

9. Condition and Use of the Parking Facility and Equipment.

(a) City warrants and represents that, as of the Commencement Date and throughout the term hereof, the Parking Facility (including but not limited to equipment located therein and the roof, structural portions, and interior and exterior of any building which is part of the Parking Facility) are and shall, at City's expense and responsibility, and subject to approved funding, be kept in good condition and repair for use as a parking facility and be constructed and fixtured to comply with all laws, regulations, ordinances, codes and industry standards now in effect or which

become effective during the term hereof including, without limitation, the Americans With Disabilities Act of 1990 and similar laws.

(b) Subject to Section 15, City warrants and covenants that it has obtained or will obtain all licenses and permits which are required by applicable law, rule or regulation with respect to the Parking Facility, including any such licenses or permits required as a prerequisite to Operator's performance of its duties hereunder. As set forth in Section 15, Operator shall obtain all licenses and permits required by applicable law, rule or regulation to provide its operational services as described hereunder at the Parking Facility.

(c) Operator represents and warrants that all revenue control equipment and systems provided by Operator that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Parking Facility during the term, are and shall be compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time (**"PCI DSS"**) and (ii) the Fair and Accurate Credit Transaction Act of 2003, as may be amended from time to time (**"FACTA"**). Any equipment upgrades or replacements undertaken by Operator or its contractors must be compliant with PCI DSS and FACTA.

10. Equipment and Improvements. Operator may, with City's written approval, purchase and install equipment or improvements which the parties agree should be installed as part of the Parking Facility' signage, revenue control, traffic control and/or operational systems. Without limiting the foregoing, Operator may purchase scanning devices and point of sale devices. Title to equipment and improvements so purchased and installed by Operator shall vest in City upon installation, subject to reimbursement to Operator. The total cost thereof (including delivery and installation costs and taxes) shall be reimbursed to Operator by City within thirty (30) days after receipt of Operator's statement or invoice showing the description and cost of each item, or, at the option of Operator, may be deducted by Operator from the Net Profit otherwise due and payable to City (although the cost of such items shall not be considered an Operating Expense for the purpose of computing Net Profits). Operator agrees that it will not make or construct any improvements, additions or alterations to the Parking Facility without the prior written consent of City.

11. City's Obligations. City shall, at its expense, be responsible for performance of the following:

(a) Except for custodial duties expressly delegated to Operator pursuant to Exhibit A hereto (if any), and subject to approved funding, all repair and maintenance of the Parking Facility, systems and improvements to maintain them in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facility), sewage, drainage, security and lighting systems; paving; painting; striping; directional signs, fencing; parking booths; landscaping; windows and doors; plate glass; driveways, sidewalks and curbs (including curb cuts); elevators, manlifts and escalators; sealing and waterproofing; electrical or mechanical equipment, including traffic control devices used at or in the Parking Facility; and all structural repairs. Without limiting the foregoing, City shall promptly make or provide for all repairs to the Parking Facility reasonably necessary to the proper, lawful and safe

operation of said Parking Facility except as specifically assumed by Operator under this Agreement.

(b) Alterations, improvements and additions that City deems necessary and/or as may be required to comply with any law or governmental regulation or requirement, including requirements under the Americans With Disabilities Act of 1990, and payment of architectural, engineering or consulting fees with respect thereto.

(c) All installation, removal, replacement or modification of signage at the Parking Facility as may be required by law or desired by City in order to adhere to the Manual on Uniform Traffic Control Devices (the "**MUTCD**") or similar standards.

(d) Safety and/or security personnel and equipment. City expressly acknowledges that Operator does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Operator's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. City shall determine, at City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Parking Facility.

(e) City agrees that any contract between City and a third party contractor for work on behalf of City at the Parking Facility shall require (i) the third party contractor to indemnify, save and hold City and Operator harmless from and against and free and clear of all claims, suits, actions, and damages which may arise, occur or result from work performed by said third party contractor, and (ii) require the third party contractor to maintain liability insurance customary for the type of work being performed, and name City and Operator as additional insureds on the third party contractor's policy of insurance and furnish City and Operator with a certificate of insurance evidencing such coverages.

12. <u>Insurance Coverages</u>.

(a) Operator shall carry and maintain, as an Operating Expense, the following insurance coverages:

(i) Worker's Compensation insurance in compliance with the Worker's Compensation Act of the state in which the premises is located.

(ii) Employer's liability insurance on all employees for the Parking Facility not covered by the Worker's Compensation Act, for occupational accidents or disease, for limits of not less than $1,000,000 for any one occurrence.

(iii) Commercial general liability insurance on an occurrence form basis with limits of not less than $1,000,000 per occurrence with an annual aggregate limit of $2,000,000 per location.

(iv) Garage keeper's legal liability insurance insuring any and all automobiles that are parked at the Parking Facility by Operator's attendants or for which a bailment otherwise is created, with limits of liability not less than $1,000,000 per occurrence.

(v) Automobile liability insurance covering losses for non-owned or hired vehicles with a limit of not less than $1,000,000 per occurrence.

(vi) Comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage with limits as to any given occurrence of not less than $1,000,000.

(vii) Umbrella liability insurance with an annual aggregate limit of not less than $5,000,000.

(b) The liability policies affording the coverages described in Subsections (a)(iii), (a)(iv) and (a)(v) above shall be endorsed to cover City and its employees, agents, directors and officers as additional insureds, and endorsed that such insurance shall apply on a primary and non-contributory basis and waive the right of subrogation against and in favor of the City as an additional insured.

(c) Operator shall deliver certificates of insurance, and endorsements, to City and renewal policies shall be obtained, and certificates delivered to City prior to expiration. The insurer and/or Operator shall mail thirty (30) days' prior written notice to certificate holder should any of the policies be cancelled prior to the expiration date, and ten (10) day's prior written notice for non-payment. Notwithstanding anything to the contrary in this Agreement, Operator's right to collect its insurance charges for any given period is subject only to verification that the required insurance coverage was in effect for that period as evidenced by a duly issued certificate of insurance.

13. **Indemnification**. Operator shall defend, indemnify and hold harmless City from and against any and all costs, expenses, losses, liability, claims, judgments and demands (collectively, "**Losses**") caused by the Operator's material breach of this Agreement or directly caused by the negligence of Operator, but Operator shall not be liable for any such Losses occasioned by failure of City to comply with its obligations hereunder or by reason of the negligence of City, its agents, employees or third parties.

14. **Intellectual Property.** Each of the Parties hereby grants to the other, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use the other's intellectual property, including but not limited to its trade names, trademarks, logo, or seal and any and all on-site parking amenities programs (the "**Intellectual Property**"), to the extent related to Operator's administration, management and operation (including its promotion of parking services at) the Parking Facility, and subject to the prior written approval of Operator and City. Upon termination of this Agreement for any reason, each party shall refrain from all further use of the other's Intellectual Property. Notwithstanding the foregoing, Operator may, after termination or

expiration of this Agreement, identify the city by name only, as a former client solely for factual, non-promotional purposes in Operator's sales or business development materials, provided that such use does not imply endorsement by the City and is subject to City's prior written approval.

15. Licenses and Permits. Operator shall obtain and maintain all licenses and permits required by an operator of parking facility by any governmental body or agency having jurisdiction over Operator's operations at the Parking Facility and will abide by the terms of such licenses and permits. Any license or permit fees incurred by Operator shall be deemed an Operating Expense.

16. Supervisory Personnel; Prohibition on Hiring Supervisory Personnel.

(a) Operator shall identify and provide experienced and qualified supervisory personnel to supervise its operations. Consequently, City covenants and agrees that it shall not hire such supervisory personnel during the term of this Agreement and for a period of twelve (12) months after the date of termination of this Agreement, unless agreed in writing by the Parties

(b) Operator shall provide adequate numbers of staff for the management of the Parking Facility. All of Operator's staff shall be trained by Operator consistent with any applicable laws of the City or the State of Alabama. The City, at its discretion, shall have the right to require Operator to increase or decrease the number of its hourly staff at the Parking Facility.

(c) All Parking Facility staff and other personnel shall be engaged or hired by Operator, and shall be employees, agents or independent contractors of Operator, and not of City. Manager shall select, in its sole discretion but subject to the approved Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel.

17. Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by Operator for the Management Fee described herein, the parties expressly agree that, upon a breach or default hereunder by City, any claim by the Operator for the remaining management fees through the expiration date of this Agreement shall be deemed to be a claim for direct damages.

18. Representations and Warranties. Each of City and Operator hereby represent and warrant that (a) it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of such party, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder, and (b) this Agreement has been duly executed and delivered by such party and constitutes a valid and binding obligation of such party, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles. The individual signing this Agreement on behalf of City hereby represents that he or she has been empowered with full authority to act on behalf of City

in connection with this Agreement, and that execution of this Agreement has been duly authorized by City. If this Agreement is signed by an agent of City, then the individual signing below on behalf of City's agent hereby represents that he or she has been empowered with full authority to act on behalf of said agent in connection with this Agreement, and that execution of this Agreement has been duly authorized by said agent and by City. The individual signing this Agreement on behalf of Operator hereby represents that he or she has been empowered with full authority to act on behalf of Operator in connection with this Agreement, and that execution of this Agreement has been duly authorized by Operator.

19. Right of First Refusal. So long as Operator is not in default of this Agreement, Operator shall have the right of first refusal to meet any bona fide offer by a third party to operate the Parking Facility as a pay public parking facility after the term hereof which is received by City during the Initial Term or any extension term of this Agreement provided the City desires for Operator to continue to manage the Parking Facility, and provided such offer was acceptable to City. Provided City desires for Operator to continue to manage the Parking Facility, City, upon its receipt of any such offer and before accepting and executing an acceptance thereof and/or an agreement incorporating the terms thereof with the offeror, shall provide Operator with a true and complete copy thereof. Upon receipt of such copy from City, Operator shall have fifteen (15) days to notify City in writing that Operator is willing to meet said offer. If City does not receive such notice within such fifteen-day period, City shall be free to proceed to accept such offer and enter into an agreement incorporating the terms of such offer, provided City notifies Operator, in writing, as to the effective date of such new agreement, which effective date shall not be any earlier than the expiration date of this Agreement. If Operator is willing to meet said offer, City will contract with Operator on such terms.

20. Assignment and Sale of the Parking Facility. Operator shall not assign or transfer this Agreement or its right, title or interest herein without the prior written consent of City, which consent shall not be unreasonably withheld, provided that Operator may assign this Agreement (a) to an affiliate or related party of Operator, (b) in connection with a sale or all of substantially all of the business or assets of Operator, or (c) to a financial institution as security for any present or future loans to Operator or any affiliate or related party thereof. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of City and Operator.

21. Miscellaneous.

(a) Each party shall comply with all applicable laws relating to their performance with respect to the Parking Facility. Without limiting the foregoing, Operator shall not use all or any part of the Parking Facility for any use or purpose which is forbidden by or in violation of any law of the United States or any applicable Alabama state law or City of Mobile municipal code or ordinance.

(b) The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make either party liable for the debts or obligations of the other party.

(c) Neither party shall be in violation of this Agreement for failure to perform any of its obligations (except to pay any monies due hereunder) by reason of strikes, boycotts, labor disputes,

embargoes, shortages of materials, acts of God, epidemics or pandemics, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances outside the reasonable control of the party claiming the force majeure.

(d) The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

(e) No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

(f) If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

(g) Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

To City:	City of Mobile Attn: Carleen Stout-Clark Title: Director, Real Estate Asset Management P.O. Box 1827 Mobile, AL 36633-1827
To Operator:	OVG Parking, LLC 5050 South Syracuse St. Suite 800 Denver, CO 80237 Attn: SVP, Parking
with copy to:	OVG360 5050 South Syracuse St. Suite 800 Denver, CO 80237 Attn: OVG360 Legal Department

Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

(h) This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and

exhibits hereto. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

(i) In the event that either party hereto should (i) retain legal counsel and/or institute any suit against the other for violation of this Agreement or to enforce any of the covenants or conditions herein, or (ii) intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) in connection therewith. The rights and obligations of this Section shall survive the termination or expiration of this Agreement.

(j) Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Ala. Code § 31-13-9, if Operator employs one or more employees within the State of Alabama, Operator shall provide documentation establishing that Operator 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.

(k) Anti-boycott. Operator 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 Ala. Code § 41-16-5.

(l) Nondiscrimination. During the performance of this contract the Operator agrees as follows:

(i) The Operator will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or disability. The Operator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or disability. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

(ii) The Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Operator, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, national origin or disability.

(iii) The Operator will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or worker's representative of the Operator's

commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(iv) In the event of the Operator's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Operator may be declared ineligible for further municipal contracts.

(v) Operator agrees and commits to follow the Americans with Disabilities Act of 1990.

(m) Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties.

(n) 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.

(o) This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A portable document format (PDF) file or other reproduction of this Agreement (or the signature page of this Agreement) may be executed by one or more parties hereto, and an executed copy of this Agreement (or the signature page of this Agreement) may be delivered by one or both parties by electronic mail in a PDF file or by similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

OPERATOR:

OVG PARKING, LLC

By:_____

Name: Brian Rothenberg

Title: President

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Brian Rothenberg, whose name as Operator of OVG PARKING, LLC has signed 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 limited liability company on the day the same bears date.

Given under my hand this the 30th day of January, 2026.

(SEAL)

Commonwealth of Pennsylvania - Notary Seal
ALISA Y RUIZ - Notary Public
Philadelphia County
My Commission Expires April 28, 2027
Commission Number 1290241

Alisa Y. Ruiz
Notary Public
My Commission Expires: April 28, 2027

CITY:

CITY OF MOBILE, a municipal corporation

By:_____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

_____
Lisa Lambert, City Clerk

EXHIBIT A

(a) Supervise and direct the operation of the Parking Facility as a parking facility.

(b) Routinely maintain the parking equipment provided by Operator (if any) in good operating condition and repair (subject to City's obligations in the Agreement) and keep the Parking Facility in a neat and orderly condition.

(c) Staff the Parking Facility to perform Operator's duties hereunder with experienced and qualified personnel who will be trained to be courteous to the public and render the services required by this Agreement.

(d) Promote, advertise and endeavor to increase the volume, efficiency and quality of Operator's services rendered hereunder.

(e) Annually during the term, prepare and deliver to City a budget, for City's approval, reflecting the Gross Receipts and Operating Expenses which Operator expects to receive and incur, respectively, during the forthcoming calendar year (the **"Budget")**. If at any time during the period covered by an approved Budget it appears to Operator that the actual total of all Operating Expenses likely to be incurred during said period will exceed the Budget's projected total by more than ten percent (10%), Operator shall so advise City, and City and Operator shall jointly discuss what actions, if any, could be taken to minimize the Operating Expenses without substantially impairing the operation of the Parking Facility.



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Empire Truck Sales LLC for two 2027 Freightliner 114SD tri-axle 21 cu yard dump trucks for Public Services

Amount of Contract:
$398,370.00

Funding Source
General fund

ATTACHMENTS:
1. Empire Truck
2. 20260211 Empire Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

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, a 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
7537	2026	(2050) FLEET MANAGEMENT – GARAGE	TWO 2027 FREIGHTLINER 114SD TRI-AXLE 21 CU YARD DUMP TRUCKS FOR PUBLIC SERVICES (SEALED BID 5994)	$398,370.00	(55656) EMPIRE TRUCK SALES LLC

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 February 2026 (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 Empire Truck Sales LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Empire Truck Sales LLC for two 2027 Freightliner 114SD tri-axle 21 cu yard dump trucks for Public Services
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $398,370.00

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 5994

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 7

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

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, a 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:

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7537	2026	(2050) FLEET MANAGEMENT – GARAGE	TWO 2027 FREIGHTLINER 114SD TRI-AXLE 21 CU YARD DUMP TRUCKS FOR PUBLIC SERVICES (SEALED BID 5994)	$398,370.00	(55656) EMPIRE TRUCK SALES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00007537-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.GOV
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	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
02/02/26	055656				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	TRI-AXLE DUMP TRUCK-PSM AS FOLLOWS: 2027 FRE4IGHTLINER 114SD PLUS CONVENTIONAL CHASSIS WITH STEERABLE AND LIFTIABLE PUSHER AXLE AND SET FORWARD AXLE WITH 21 CUBIC FOOT END DUMP OX BODY. CAB AND CHASSIS TO BE WHITE WITH A BLACK 21 CUBIC YARD OX BODY. AS PER CITY OF MOBILE BID #5994 AND YOUR QUOTE	2.00 EACH	199185.00000	398370.00
	Additional Description Notes			
	TRI-AXLE DUMP TRUCK WITH DUMP BODY.			
	AS REQUESTED BY 2086-PSM			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			398370.00

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

Bill To	Requisition 00007537-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.GOV
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	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
02/02/26	055656				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			398370.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	398370.00	3135172.37
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	02/11/26	JOHN PAINE	GL Allocation changed
Approved	02/04/26	MATTHEW ANDERSON	
Approved	02/04/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/04/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	02/11/26	MATTHEW ANDERSON	Auto approved by: 910518787
Approved	02/11/26	SHONNDA SMITH	Auto approved by: 910518787
Approved	02/11/26	CHERI BOUCHER	
Approved	02/04/26	MATTHEW ANDERSON	
Approved	02/04/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/04/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	02/11/26	MATTHEW ANDERSON	Auto approved by: 910518787
Approved	02/11/26	SHONNDA SMITH	Auto approved by: 910518787
Approved	02/11/26	CHERI BOUCHER	
Approved	02/11/26	DONALD ROSE	Auto approved by: 9105paij
Approved	02/11/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/11/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	02/11/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	02/11/26	JAMES NEESE	Auto approved by: 9105paij
Approved	02/11/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	02/11/26	REBECCA CRUMPLER	Auto approved by: 9105paij

Bill To	Requisition 00007537-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 3

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.GOV
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	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
02/02/26	055656				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	02/11/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	02/11/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5994
TRI-AXLE DUMP TRUCK WITH STEERABLE PUSHER AXLE

VENDOR	Empire Truck	Ward International	Capital Volvo Truck & Trailer	Gulf Coast Truck & Equipment	Rush Truck Center-Mobile	Certified Stainless Service (West-Mark)	Technology International
CHASSIS	Freightliner 114SD	International HX620 SBA	Volvo VHD84F300	Mack GR84B	Peterbilt 567	Freightliner 114SD Plus	Autocar DC64-D
BODY CU YDS	21	21/22	21	21	16.5	16.5	23
BODY MAKE	OX Body	OX Body	---	OX Maverick	TBEI	West Mark	Autocar
DELIVERY	160 Days	*Chassis:* 1st QTR 2026 *Body:* 90-120 Days After Chassis Delivery	365 Days	270 Days	190 Days	210 Days	280 Days
PRICE	$199,185.00	$199,910.00	$202,509.02	$213,866.00	$220,165.00	*Truck:* $225,631.27 *Training:* $3,450.00 *TOTAL:* $229,081.27	$279,500.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5994	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 3-5	**TRI-AXLE DUMP TRUCK WITH STEERABLE PUSHER AXLE** 2025 or Newer 86,000 lb. GVW Tri-Axle Dump Truck with Liftable and Steerable Pusher Axle as per the following and attached Specifications. MAKE: _____ MODEL: _____ YEAR: _____ CU. YARDS: _____ Vendor to provide literature and specification on vehicle bid Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of three (3) Tri-Axle Dump Trucks. Price to include price for application for title. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery. Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 **CONE OF SILENCE**. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Pricing to be firm for a three (3) month period following award. **TO BE AWARDED ALL OR NONE.**					
				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.

CHASSIS SPECIFICATIONS AS FOLLOWS:

2 Door Cab
86,000 LB GVW
Electrical System 12 Volt
Rear Axle Arrangement 3 Rear Axles, 2 Driven 1 Pusher
Vehicle Use Dump Truck
445 HP @1400-1700 RPM (peak) 2100 RPM (GOV) 1850 LB-FT, US'21
Exhaust Stack Height 9'6" From Ground
Alternator Delco 12V 160A (28SI) BRUSH-Type
12 Volt Melco Starter
Engine Brake Mack MP8 Powerleash
Engine Brake Activation
Gear Shifter Allison Dash Mounted Shifter w/Neutral to range inhibit
Clutch Actuation System and Pedal Pad without clutch cable system
Driveline Main Meritor 176 MXL "xtended lube"
Driveline Interaxle Meritor 17 MXL xtended lube
Driveshaft Main U-Joint Univeral Joint Half-round Type
Transmission output torque transmission output torque basic
Lubricants, transmissions transynd synthetic lube for allison trans
Transmission oil cooler allison 4xxx series transmission w/direct mount cooler and SS coolant tubes
Front Axle 20000#
Rear Axle 46000# (20900kg) Meritor RT46-164EH
Traction Differential Interwheel Differential lock, all rear axles
Power Divider Lockout Interacle power divider lockout, w/buzzer and light
Rear axle ratio 4.89 ratio

Auxiliary Axles 1 hendrickson 20K steerable pusher axle (liftable) Fl-series Wheel ends
Aux axle ctrl valve location LH BOC auxiliary axle control valve and gauge
Pusher Axle Lubricant Pusher Axle Lude, Chevron Delo 80W90 Mineral oil
Brakes-auxilary axle Hendrickson 16.5x6 cast auxiliary axle brakes
Wheelbase 206"
Frame Rails and liners 11.1 x 105 x 300mm-(0.437" x 4.13" x 11.81") RBM 3,160,000 LB-IN
Towing Device Front hooks
Towing Device Rear hooks frame mounted
Fuel Tank-LH 93 Gallon (350L) 26"Aluminum, Sleeved D-shaped
PTO-control transmission PTO switch and light with wiring and piping for local installation
Interior Trim levels comfort trim package, steel gray
Seat drivers' sears-air atlas 80 high back 4 chamber air lumbar, w/heat
Transmission electronics dump/vocational (223) allows truck to be put in gear without service brake (for) paving

PTO1 Single speed control RPM PTO 1st, single speed setting, 1000RPM
PTO 1st, MAX ROAD SPEED 1st PTO, Max Road Speed, 10 MPH (16KPH)

Cab color is white
Dump Body Black

16.5 Cubic yard _____

BODY LENGTH	16'6"
HOIST MODEL	74133
FRAME STYLE	TUBE W/CHANNEL X-MEM 12 C/L
FRONT STYLE	STRAIGHT
REAR STYLE	STRAIGHT
FRONT HEIGHT	58
SIDE HEIGHT FRONT	58
SIDE HEIGHT REAR	58
FLOOR MATERIAL	PLATE ¼-AR450
CABSHIELD STYLE	STANDARD
CABSHIELD PROJECTION	36
CABSHIELD WIDTH	87
TARP SYLE	MOUNTAIN
TAILGATE TYPE	AIR HIGH LIFT
TAILGATE BRACING STYLE	2 HORIZONTALS
HORIZONTAL SIDE BRACE	YES
SIDE TOP RAIL STYLE	4x4x.120 (STANDARD)
LINEPOSTS	YES
DUMP APRON	HEAVY DUTY
DUMP APRON SIZE	10
SIDE LIGHT CUTOUTS	LOWER-FRONT
METRO LIGHT QUANTITY	1
DIRT SHEDDING ANGLE	SIDES AND TAILGATE
BOARD HOLDER HEIGHT	NO BOARD HOLDERS
SIDES	10 GAUGE
TAILGATE HEIGHT	60 INCHES
CAB CONTROL	AIR PTO AIR PUMP
CAB SHIELD LENGTH	36 INCH

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)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase orders to LCM Motorcars LLC for one 2025 or newer Honda Accord sedan, Chevrolet Traverse SUV, and Jeep Grand Cherokee SUV, for MPD.

Amount of Contract:
Total equals $116,100.00

Funding Source
Drug enforcement fund

ATTACHMENTS:
1. 20260212 LCM Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 February 2026 (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 Orders to LCM Motorcars, LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase orders to LCM Motorcars LLC for one 2025 or newer Honda Accord sedan, Chevrolet Traverse SUV, and Jeep Grand Cherokee SUV, for MPD.
Drug enforcement fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: Total equals $116,100.00

FUNDING SOURCE:

Budget Item: See Requisitions 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 6026

How many bidders received bid packages (if applicable): 23 + web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

R E S O L U T I O N

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 orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Total Amount	Vendor
5537, 5542, 5543	2026	(1530) POLICE ADMIN SERVICES	2025 OR NEWER HONDA ACCORD SEDAN, CHEVROLET TRAVERSE SUV, AND JEEP GRAND CHEROKEE SUV FOR MPD (SEALED BID 6026)	$116,100.00	(297939) LCM MOTORCARS, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00005537-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Released Page 1

Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER HONDA ACCORD MILEAGE: LESS THAN 7500 MILES ANY COLOR EXCEPT RADIANT RED METALLIC VENDOR TO PROVIDE HONDA ACCORD, BLACK OR SEILVER IN COLOR WITH 4500 MILES. AS PER CITY OF MOBILE BID #6026 AND YOUR QUOTE Additional Description Notes --- Equipment options as per the following Minimum specifications, unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on the bid. (Equipment Options Pg.1-Pg.5) Options Interior 2 12V DC Power Outlets 4-Way Passenger Seat 6-Way Driver Seat Air Filtration Cargo Space Lights Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim Compass Day-Night Rearview Mirror Delayed Accessory Power Digital/Analog Appearance Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror Driver Foot Rest Driver Information Center Driver / Passenger And Rear Door Bins	1.00 EACH	32900.00000	32900.00

Bill To	Requisition 00005537-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
LCM MOTORCARS, LLC	POLICE HEADQUARTERS
5711 HWY 90 WEST	2460 GOVERNMENT STREET
	MOBILE, AL 36606
THEODORE, AL 36582	
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Fabric Seat Trim			
	Fade-To-Off Interior Lighting			
	Front And Rear Map Lights			
	Front Bucket Seats			
	Front Center Armrest and Rear Center Armrest			
	Front Cupholder			
	Full Carpet Floor Covering			
	Full Cloth Headliner			
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets			
	Full Folding Bench Front Facing Fold Forward Seatback Rear Seat			
	Glove Box			
	HVAC			
	Immobilizer			
	Interior Trim			
	Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints			
	Manual Tilt/Telescoping Steering Column			
	Outside Temp Gauge			
	Power Fuel Flap Locking Type			
	Rear Cupholder			
	Redundant Digital Speedometer			
	Remote Releases			
	Seats w/Cloth Back Material			
	Urethane Gear Shifter Material			
	Valet Function			
	HondaLink Tracker System			
	Leatherette Door Trim Insert			
	Exterior			
	Black Grille			
	Body-Colored Door Handles			

Bill To	Requisition 00005537-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Released Page 3

Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Body-Colored Front Bumper Body-Colored Rear Bumper Chrome Side Windows Trim and Black Front Windshield Trim Compact Spare Tire Mounted Inside Under Cargo Fixed Rear Window w/Defroster Galvanized Steel/Aluminum Panels LED Brakelights Light Tinted Glass Steel Spare Wheel Tires: 225/50R17 94V AS Trunk Rear Cargo Access Wheels: 17" x 7.5J Blade Silver Auto On/Off Reflector Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off Comfort And Convenience 2 LCD Monitors In The Front Automatic Air Conditioning Body-Colored Power Side Mirrors w/Manual Folding Cruise Control w/Steering Wheel Controls FOB Controls Gauges Integrated Roof Antenna Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down Power Door Locks w/Autolock Feature Power Rear Windows Proximity Key For Doors And Push Button Start Radio: 160-Watt Audio System Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry,			

Bill To	Requisition 00005537-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
LCM MOTORCARS, LLC	POLICE HEADQUARTERS
5711 HWY 90 WEST	2460 GOVERNMENT STREET
	MOBILE, AL 36606
THEODORE, AL 36582	
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Illuminated Ignition Switch and Panic Button
Speed Sensitive Variable Intermittent Wipers
Trip Computer
Adaptive Cruise Control (ACC) with Low-Speed Follow

Mechanical
14.8 Gal. Fuel Tank
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
5.36 Axle Ratio
Electric Power-Assist Speed-Sensing Steering
Front And Rear Anti-Roll Bars
Gas-Pressurized Shock Absorbers
Multi-Link Rear Suspension w/Coil Springs
Quasi-Dual Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
135 Amp Alternator
60-Amp/Hr 600CCA Maintenance-Free Battery w/Run Down Protection

Safety And Security
ABS And Driveline Traction Control
Airbag Occupancy Sensor
Back-Up Camera
Collision Mitigation Braking System (CMBS) + Forward Collision Warning (FCW)
Collision Mitigation-Front
Curtain 1st And 2nd Row Airbags
Driver And Passenger Knee Airbag and Rear Side-Impact Airbag
Driver Monitoring-Alert
Dual Stage Driver And Passenger Front Airbags
Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Bill To	Requisition 00005537-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Released Page 5

Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Headlights-Automatic Highbeams Lane Keeping Assist System (LKAS) Lane Departure Warning Lane Keeping Assist System (LKAS) Lane Keeping Assist Outboard Front Lap And Shoulder Safety Belts Perimeter Alarm Rear Child Safety Locks Side Impact Beams Tire Specific Low Tire Pressure Warning Traffic Jam Assist Vehicle Stability Assist (VSA) Electronic Stability Control (ESC) Restricted Driving Mode/Alerts Technology Smart Device Remote Engine Start			
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP. .			32900.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 32900.00

Bill To	Requisition 00005537-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
LCM MOTORCARS, LLC	POLICE HEADQUARTERS
5711 HWY 90 WEST	2460 GOVERNMENT STREET
	MOBILE, AL 36606
THEODORE, AL 36582	
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	***** Project Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	E G-DRUG-ST .VEHICLEEXP. .		32900.00	.00
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	4035.30.15.0000.0000.1530.0000.0000.47120.		32900.00	515771.51
	DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)			

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

Activity	Date	Clerk	Comment
CCancelled	02/12/26	JOHN PAINE	GL Allocation changed
Forward	12/15/25	JAMES BARBER	Automatic Forward to 910519885
Approved	12/15/25	RODNEY GREELEY	R.G.
Approved	12/15/25	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	12/15/25	WILLIAM JACKSON	Auto approved by: 910510512
Approved	12/15/25	MATTHEW GARRETT	Auto approved by: 910510512
Approved	12/15/25	WILLIAM REED	Auto approved by: 910510512
Forward	02/12/26	JAMES BARBER	Automatic Forward to 910519885
Approved	12/16/25	AMBER ADAMS	
Approved	12/16/25	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	12/16/25	SHAUNAGYE SIMMS	Auto approved by: 910518931
Queued	02/12/26	RODNEY GREELEY	Auto approved by: 910518931
Queued	02/12/26	BRANDI MONTGOMERY	Auto approved by: 910518931
Queued	02/12/26	WILLIAM JACKSON	Auto approved by: 910518931
Queued	02/12/26	MATTHEW GARRETT	Auto approved by: 910518931
Queued	02/12/26	WILLIAM REED	Auto approved by: 910518931
Pending		AMBER ADAMS	Auto approved by: 910518931
Pending		TRAVIS MARSHALL	Auto approved by: 910518931
Pending		SHAUNAGYE SIMMS	Auto approved by: 910518931

Bill To	Requisition 00005537-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor	Ship To
LCM MOTORCARS, LLC	POLICE HEADQUARTERS
5711 HWY 90 WEST	2460 GOVERNMENT STREET
	MOBILE, AL 36606
THEODORE, AL 36582	
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	DONALD ROSE		Auto approved by: 910518931	
	Pending	SANDRA LEWIS		Auto approved by: 910518931	
	Pending	STEVEN KRONINGER		Auto approved by: 910518931	
	Pending	SAMANTHA COOLEY		Auto approved by: 910518931	
	Pending	JAMES NEESE		Auto approved by: 910518931	
	Pending	PATRICIA KENNEDY-JONES		Auto approved by: 910518931	
	Pending	REBECCA CRUMPLER		Auto approved by: 910518931	
	Pending	ANNE FOLEY		Auto approved by: 910518931	
	Pending	JOHN PAINE		Auto approved by: 910518931	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005542-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
LCM MOTORCARS, LLC	POLICE HEADQUARTERS
5711 HWY 90 WEST	2460 GOVERNMENT STREET
	MOBILE, AL 36606
THEODORE, AL 36582	
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER CHEVY TRAVERSE MILEAGE: LESS THAN 7500 MILES ANY COLOR EXCEPT RADIANT RED, HARVEST BRONZE METALLIC, AND LAKESHORE BLUE METALLIC VENDOR QUOTED CHEVROLET TRAVERSE BLACK OR GRAY IN COLOR WITH 4500 MILES AS PER CITY OF MOBILE BID #6026 AND YOUR QUOTE Additional Description Notes --- Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.7)	1.00 EACH	39700.00000	39700.00

High Value Options
3rd Row Seat
Adaptive Cruise Control
Back-Up Camera
Blind Spot Monitor
Bluetooth Connection
Climate Control
Cross-Traffic Alert
Heated Front Seat(s)
Heated Steering Wheel
Integrated Turn Signal Mirrors
Lane Departure Warning
Lane Keeping Assist

Bill To	Requisition 00005542-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
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LCM MOTORCARS, LLC	POLICE HEADQUARTERS
5711 HWY 90 WEST	2460 GOVERNMENT STREET
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Multi-Zone A/C			
	Navigation System			
	Power Driver Seat			
	Power Liftgate			
	Privacy Glass			
	Rear A/C			
	Rear Parking Aid			
	Satellite Radio			
	Smart Device Integration			
	Tire Pressure Monitor			
	WiFi Hotspot			
	Optional Packages And Equipment			
	Packages			
	DRIVER CONFIDENCE PACKAGE - BGP			
	(KI6) 120V-volt power outlet			
	(UKK) Rear Pedestrian Alert			
	(UV2) HD Surround Vision and (UVX) Traffic Sign Recognition			
	LICENSE PLATE FRONT MOUNTING PACKAGE - VK3			
	(will be forced on orders with ship-to states that require a front license plate)			
	LT PREFERRED EQUIPMENT GROUP - 1LT			
	standard equipment			
	Equipment			
	EMISSIONS, FEDERAL REQUIREMENTS			
	HD SURROUND VISION			
	LT JET BLACK, PREMIUM CLOTH SEAT TRIM			
	POWER OUTLET, 120-VOLT, LOCATED ON THE REAR OF CENTER CONSOLE			
	REAR PEDESTRIAN ALERT			
	SEATING, 7-PASSENGER (2-2-3 SEATING CONFIGURATION)			
	SEATS, FRONT BUCKET			
	TIRES, 255/65R18 ALL-SEASON BLACKWALL			

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	TRAFFIC SIGN RECOGNITION WHEELS, 18" (45.7 CM) GRAZEN METALLIC MACHINED-FACE ALUMINUM Standard Equipment Exterior Door handles, body-color Glass, deep-tinted Glass, rear, deep tint Headlamps, LED, automatic on/off Molding, bright door upper and low gloss Black belt Moldings, molded color bodyside Moldings, rocker, narrow, molded color Rear Camera Washer Roof rails, Black Tire, compact spare, T135/70R18, blackwall Wheel moldings, mold-in-color Black Wheel, spare, 18" (45.7 cm) steel Interior Driver Information Center, 11" diagonal display Floor mats, front, carpeted (Deleted when LPO floor mats or floor liners are ordered.) Floor mats, rear, carpeted (Deleted when LPO floor mats or floor liners are ordered.) Headrest, 3rd row center Heater, electric, heater defroster system, reinforced Mirror, inside rearview manual day/night Seat adjuster, front passenger 4-way manual Sensor, cabin humidity and windshield temperature Steering column, manual tilt and telescopic Steering wheel, wrapped USB ports, 2 type-A, charge-only located on the rear of the center console Vehicle health management provides advanced warning of vehicle issues			

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Wireless Phone Charging Mechanical Alternator, 220 amps Brake lining wear indicator Brakes, 4-wheel antilock, 4-wheel disc Cooling system, heavy-duty Electronic Precision Shift, electronic transmission range selector Engine control, stop-start system Engine control, stop-start system override GVWR, 6173 lbs (2800 kg) Hitch Guidance Hitch View Suspension, Ride and Handling Safety • Security Airbags, driver and front passenger frontal, seat-mounted side-impact first and second row outboard seating positions, and roof rail-mounted head-curtain for all outboard seating positions, and Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.) Automatic Emergency Braking Blind Zone Steering Assist Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam Display, automatic occupant sensing Enhanced Automatic Emergency Braking Following Distance Indicator			

Bill To	Requisition 00005542-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Approved Page 5

Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Forward Collision Alert Front Pedestrian and Bicyclist Braking HD Rear Vision Camera IntelliBeam Intersection Automatic Emergency Braking LATCH system (Lower Anchors and Tethers for CHildren), for child restraints seats LED Reflective Windshield Collision Alert Lane Keep Assist with Lane Departure Warning (Included and only available with Chevy Safety Assist.) Lane Keep Assist with Lane Departure Warning, enhanced Mechanical jack with tools Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector Rear Cross Traffic Braking Rear Park Assist Rear Seat Reminder Reverse Automatic Braking Safety Alert Seat Seat belt indicator, 2nd row Seat belt indicator, 3rd row Seat belt restraint pretensioner, rear Seat belt, 3-point, driver with pretensioner and load limiter Seat belt, 3-point, front passenger with pretensioner and load limiter Seat belts, all rows 3-point with pretensioners, driver and front passenger height-adjustable Side Bicyclist Alert Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card			

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MOBILE, AL	Review:
36601	Buyer: 9105paij
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Vendor	Ship To
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5711 HWY 90 WEST	2460 GOVERNMENT STREET
	MOBILE, AL 36606
THEODORE, AL 36582	
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Fax 251-375-0069	
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitor System, auto learn
Comfort and Convenience
Active Noise Cancellation, driveline
Adaptive Cruise Control
Air conditioning, tri-zone automatic climate control with individual climate settings for driver, front passenger and rear seat passengers
Audio system feature, 6-speaker system
Audio system, 17.7" diagonal advanced color high-contrast LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay and Wireless Android Auto for compatible phones
AutoSense Power Liftgate, programmable, hands free
Keyless Open, all doors includes extended range Remote Keyless Entry with lock/unlock feature
Mirrors, outside heated, power-adjustable, manual-folding Black, with integrated turn signal indicators
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Bill To	Requisition 00005542-00 FY 2026
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Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Remote Start Seat adjuster, driver 8-way power Seats, heated driver and front passenger SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.) Steering wheel, heated USB ports, 2 type-A, charge-only one on each outboard location USB ports, 2, one type A and one type-C data/charge, located in the front area of the center console Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.) Windows, remote express-up/-down driver and express-down all passengers Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20” X 40” X 10”) CT23367 or locked drawer system simi			
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP. .			39700.00

Ship To
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2460 GOVERNMENT STREET
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Bill To	Requisition 00005542-00 FY 2026
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Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 39700.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .VEHICLEEXP. .	39700.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	39700.00	515771.51

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	02/12/26	JOHN PAINE	GL Allocation changed
Forward	12/15/25	JAMES BARBER	Automatic Forward to 910519885
Approved	12/15/25	RODNEY GREELEY	R.G.
Approved	12/15/25	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	12/15/25	WILLIAM JACKSON	Auto approved by: 910510512
Approved	12/15/25	MATTHEW GARRETT	Auto approved by: 910510512
Approved	12/15/25	WILLIAM REED	Auto approved by: 910510512
Forward	02/12/26	JAMES BARBER	Automatic Forward to 910519885
Approved	02/12/26	RODNEY GREELEY	R.G.
Approved	02/12/26	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	02/12/26	WILLIAM JACKSON	Auto approved by: 910510512
Approved	02/12/26	MATTHEW GARRETT	Auto approved by: 910510512
Approved	02/12/26	WILLIAM REED	Auto approved by: 910510512

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MOBILE, AL	Review:
36601	Buyer: 9105paij
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12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/16/25	AMBER ADAMS			
	Approved	12/16/25	TRAVIS MARSHALL		Auto approved by: 910518931	
	Approved	12/16/25	SHAUNAGYE SIMMS		Auto approved by: 910518931	
	Approved	02/12/26	AMBER ADAMS			
	Approved	02/12/26	TRAVIS MARSHALL		Auto approved by: 910518931	
	Approved	02/12/26	SHAUNAGYE SIMMS		Auto approved by: 910518931	
	Approved	02/12/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	02/12/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	02/12/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	02/12/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	02/12/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	02/12/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	02/12/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	02/12/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	02/12/26	JOHN PAINE		.	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005543-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
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Vendor
LCM MOTORCARS, LLC
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THEODORE, AL 36582
USA
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Fax 251-375-0069

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MOBILE, AL 36606

Deliver To
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MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER JEEP GRAND CHEROKEE LIMITED MILEAGE:4500 MILES ANY COLOR EXCEPT REDLINE PEARL, SAGE GREEN, BLUE SHADE VENDOR QUOTED A JEEP GRAND CHEROKEE BLACK IN COLOR WITH 4500 MILES AS PER CITY OF MOBILE BID #6026 AND YOUR QUOTE	1.00 EACH	43500.00000	43500.00

Additional Description Notes

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.4)

Packages
BLACK APPEARANCE PACKAGE - ALC
- Tires: 265/50R20 A/S Performance
- Wheels: 20" x 8.5" Gloss Black Painted Aluminum
- Gloss Black Exterior Accents

QUICK ORDER PACKAGE - 22E
- Engine: 3.6L V6 24V VVT UPG I w/ESS
- Transmission: 8-Speed Automatic (850RE)

Equipment
- DUAL-PANE PANORAMIC SUNROOF
- GLOBAL BLACK, CAPRI LEATHERETTE SEATS
- MODEL YEAR TRACKING
- TIRES: 265/50R20 A/S PERFORMANCE
- WHEELS: 20" X 8.5" GLOSS BLACK PAINTED ALUMINUM

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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LN	Description / Account	Qty	Unit Price	Net Price
	• Standard Equipment Exterior • Aluminum Spare Wheel • Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off • Black Bodyside Cladding and Black Fender Flares • Black Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator • Body-Colored Door Handles • Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Chrome Bumper Insert • Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent and Chrome Bumper Insert • Chrome Grille • Chrome Side Windows Trim and Chrome Rear Window Trim • Compact Spare Tire Mounted Inside Under Cargo • Deep Tinted Glass • Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster • Front Fog Lamps • Galvanized Steel/Aluminum Panels • Headlights-Automatic Highbeams • Laminated Glass • LED Brakelights • Lip Spoiler • Perimeter/Approach Lights • Speed Sensitive Variable Intermittent Wipers • Tires: 265/60R18 BSW A/S LRR Interior • 12-Way Power Driver Seat includes Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support			

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	• 12-Way Power Passenger Seat includes Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support • 2 12V DC Power Outlets • 2 12V DC Power Outlets and 1 Interior 120V AC Power Outlet • 2 Seatback Storage Pockets • 60-40 Folding Split-Bench Front Facing Heated Manual Reclining Fold Forward Seatback Leatherette Rear Seat • Air Filtration • Cargo Area Concealed Storage • Cargo Space Lights • Carpet Floor Trim • Chrome Gear Shifter Material • Compass • Day-Night Rearview Mirror • Delayed Accessory Power • Digital/Analog Appearance • Driver And Passenger Heated Front Seat • Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination • Driver Foot Rest • Driver Information Center • Fade-To-Off Interior Lighting • Front And Rear Map Lights • Front Center Armrest w/Storage • Front Seats w/Power 4-Way Driver Lumbar • Full Carpet Floor Covering includes Carpet Front And Rear Floor Mats • Full Cloth Headliner • Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 2 12V DC Power Outlets and 1 Interior 120V AC Power Outlet • Heated Leatherette Steering Wheel • HVAC includes Headliner/Pillar Ducts and Console Ducts			

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- Illuminated Front Cupholder
- Illuminated Locking Glove Box
- Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins
- Interior Trim includes Simulated Wood/Metal-Look Instrument Panel Insert, Simulated Wood/Metal-Look Door Panel Insert, Piano Black Console Insert and Chrome/Metal-Look Interior Accents
- Jeep Connect Tracker System
- Manual Anti-Whiplash w/Tilt Front Head Restraints and Fixed Rear Head Restraints
- Manual Tilt/Telescoping Steering Column
- Memory Settings includes Driver Seat, Door Mirrors and Audio
- Outside Temp Gauge
- Power Fuel Flap Locking Type
- Rear Cupholder
- Redundant Digital Speedometer
- Remote Releases includes Power Cargo Access
- Sentry Key Immobilizer
- Valet Function
- Vinyl Door Trim Insert

Mechanical

- 180 Amp Alternator
- 23 Gal. Fuel Tank
- 3.45 Axle Ratio
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
- 50 State Emissions
- 6050# Gvwr 1260# Maximum Payload
- 700CCA Maintenance-Free Battery w/Run Down Protection
- Brake Actuated Limited Slip Differential
- Electric Power-Assist Steering
- Engine Auto Stop-Start Feature

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USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

- Engine Oil Cooler
- Front And Rear Anti-Roll Bars
- Gas-Pressurized Shock Absorbers
- Multi-Link Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- Normal Duty Suspension
- Single Stainless Steel Exhaust
- Towing Equipment includes Trailer Sway Control
- Transmission w/Driver Selectable Mode and Sequential Shift Control w/Steering Wheel Controls

Safety • Security

- Active Lane Management Lane Departure Warning
- Active Lane Management Lane Keeping Assist
- Airbag Occupancy Sensor
- Blind Spot Detection Blind Spot
- Collision Mitigation-Front
- Cross Path Detection
- Curtain 1st And 2nd Row Airbags
- Driver And Passenger Knee Airbag
- Dual Stage Driver And Passenger Front Airbags
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- Full Speed Forward Collision Warning Plus
- Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners
- ParkSense with Stop Rear Parking Sensors
- Perimeter Alarm
- Rear Child Safety Locks
- Selec-Terrain ABS And Driveline Traction Control
- Side Impact Beams
- Tire Specific Low Tire Pressure Warning

Bill To	Requisition 00005543-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
LCM MOTORCARS, LLC	POLICE HEADQUARTERS
5711 HWY 90 WEST	2460 GOVERNMENT STREET
	MOBILE, AL 36606
THEODORE, AL 36582	
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Comfort and Convenience • 2 LCD Monitors In The Front • 6 Performance Speakers • Active Noise Control System • Adaptive Cruise Control w/Stop & Go • Connected Travel & Traffic Services Real-Time Traffic Display • Cruise Control w/Steering Wheel Controls • FOB Controls includes Keyfob Cargo Access and Keyfob Remote Start • Integrated Roof Antenna • Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down • Power Door Locks w/Autolock Feature • Power Liftgate Rear Cargo Access • Power Rear Windows and Fixed 3rd Row Windows • Proximity Key For Doors And Push Button Start • Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation, Radio Data System and Uconnect External Memory Control • Radio: Uconnect 5 Nav w/10.1" Display • Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button • Smart Device Remote Engine Start • Streaming Audio • Tailgate/Rear Door Lock Included w/Power Door Locks • Voice Activated Dual Zone Front Automatic Air Conditioning • Wireless Phone Connectivity • Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20” X 40” X 10”) CT23367 or locked drawer system similar			
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP. .			43500.00

Bill To	Requisition 00005543-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
LCM MOTORCARS, LLC	POLICE HEADQUARTERS
5711 HWY 90 WEST	2460 GOVERNMENT STREET
	MOBILE, AL 36606
THEODORE, AL 36582	
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 43500.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .VEHICLEEXP. .	43500.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	43500.00	515771.51

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	02/12/26	JOHN PAINE	GL Allocation changed
Forward	12/15/25	JAMES BARBER	Automatic Forward to 910519885
Approved	12/15/25	RODNEY GREELEY	R.G.
Approved	12/15/25	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	12/15/25	WILLIAM JACKSON	Auto approved by: 910510512

Bill To	Requisition 00005543-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
LCM MOTORCARS, LLC	POLICE HEADQUARTERS
5711 HWY 90 WEST	2460 GOVERNMENT STREET
	MOBILE, AL 36606
THEODORE, AL 36582	
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	297939				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/15/25	MATTHEW GARRETT		Auto approved by: 910510512	
	Approved	12/15/25	WILLIAM REED		Auto approved by: 910510512	
	Forward	02/12/26	JAMES BARBER		Automatic Forward to 910519885	
	Approved	02/12/26	RODNEY GREELEY		R.G.	
	Approved	02/12/26	BRANDI MONTGOMERY		Auto approved by: 910510512	
	Approved	02/12/26	WILLIAM JACKSON		Auto approved by: 910510512	
	Approved	02/12/26	MATTHEW GARRETT		Auto approved by: 910510512	
	Approved	02/12/26	WILLIAM REED		Auto approved by: 910510512	
	Approved	12/16/25	AMBER ADAMS			
	Approved	12/16/25	TRAVIS MARSHALL		Auto approved by: 910518931	
	Approved	12/16/25	SHAUNAGYE SIMMS		Auto approved by: 910518931	
	Approved	02/12/26	AMBER ADAMS			
	Approved	02/12/26	TRAVIS MARSHALL		Auto approved by: 910518931	
	Approved	02/12/26	SHAUNAGYE SIMMS		Auto approved by: 910518931	
	Approved	02/12/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	02/12/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	02/12/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	02/12/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	02/12/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	02/12/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	02/12/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	02/12/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	02/12/26	JOHN PAINE		.	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6026
FOR NEW OR SLIGHTLY USED VEHICLES

Numbers in ***RED*** designate local vendor adjustment.

OPT N/A designates vendor did not bid the option.

	Eastern Shore Toyota	**LCM Motors**	**Buster Miles Chevrolet**	**Joe Bullard Chevrolet**	**Donohoo Chevrolet**	**Landers McLarty DCJ**
Toyota 4 Runner	$47,533.79 $49,910.48 OPT N/A	*USED* $49,980.00 OPT N/A	—	—	—	—
Grand Cherokee Limited	—	*USED* $43,500.00 OPT N/A	—	—	—	$49,472.00 OPT $1,675.00
Chevrolet Traverse	—	*USED* $39,700.00 OPT N/A	$51,0145.80 $53,598.09 OPT N/A	$45,105.00 OPT $1,038.00	$42,361.50 $44,479.58 OPT $1,862.50	—
Toyota Camry	$29,504.00 $30,979.20	*USED* $32,900.00	—	—	—	—
Honda Accord	—	*USED* $32,900.00	—	—	—	—
	Daphne, AL	Local Vendor	Heflin, AL	Local Vendor	Ft. Dodge, AL	Local Vendor

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
1/20/2026	6026	Public Works	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, February 6, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
	NEW OR SLIGHTLY USED VEHICLES					
1 EA	2025 or Newer TOYOTA 4RUNNER as per the following and attached Make _____ Model _____ Colors _____ Mileage _____ Delivery _____ **OPTIONAL** Tuffy Security Product Cargo Area Security Drawers w/Shelf Items (20" x 40" x 10") CT23367 or locked drawyer system similar insalled. Make _____ Model _____ Price _____					
1 EA	2025 or Newer JEEP GRAND CHEROKEE LIMITED as per the following attached Make _____ Model _____ Colors _____ Mileage _____ Delivery _____ **OPTIONAL** Tuffy Security Product Cargo Area Security Drawers w/Shelf Items (20" x 40" x 10") CT23367 or locked drawyer system similar insalled. Make _____ Model _____ Price _____					
	Page 1 of 4		**TOTAL**			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

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 Aabama, 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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 4						
1 EA	2025 or Newer CHEVROLET TRAVERSE as per the following and attached Make _____Model_____ Colors_____Mileage Delivery_____ **OPTIONAL** Tuffy Security Product Cargo Area Security Drawers w/Shelf Items (20" x 40" x 10") CT23367 or locked drawyer system similar insalled. Make _____Model_____ Price_____						
1 EA	2025 or Newer TOYOTA CAMRY as per the following and attached Make _____Model_____ Colors_____Mileage_____ Delivery_____						
1 EA	2025 or Newer HONDA ACCORD as per the following and attached Make _____Model_____ Colors_____Mileage_____ Delivery_____						
	Upon award, the City will purchase one each of the above vehicles. State whether the vehicle is in stock or must be ordered. No Red, Tan, or White color units will be acceptable. Include Certificate of Title in your bid price. State your delivery of each unit bid. The City reserves the right to inspect the unit prior to bid award. The City desires unit to be on the lot or to be delivered within two (2) weeks of the bid opening, however will consider waiting for new unit.						
					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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 4 All pricing to be delivered FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all must be delivered. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool. 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. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.					
			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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

TO BE AWARDED ON AN ITEM BASIS

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.

Bid Specifications for Automobile Purchases

2025 or newer Toyota 4Runner

Mileage: Less than 7500 miles

Any color except Supersonic Red, Everest Green

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.6)

Optional Packages and Equipment

Packages

None Installed

Equipment

50 STATE EMISSIONS

BLACK POWDER COAT OVAL TUBE SIDE STEPS (TMS)

BLACK, FABRIC SEAT TRIM (FA)

BRIGHT CHROME WHEEL LOCKS (TMS)

REAR TOYOTA BRONZE BADGE INSERTS (TMS)

TOWING BALL MOUNT (TMS)

Standard Equipment

Exterior

Auto Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps

Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

Body-Colored Door Handles

Body-Colored Front Bumper w/1 Tow Hook

Body-Colored Rear Step Bumper

Chrome Bodyside Insert, Rocker Panel Extensions and Body-Colored Fender Flares

Class III Towing Equipment includes Hitch

Deep Tinted Glass

Front Fog Lamps

Full-Size Spare Tire Stored Underbody w/Crankdown

Fully Galvanized Steel Panels

Grille w/Body-Colored Bar

LED Brakelights

Liftgate Rear Cargo Access

Lip Spoiler

Perimeter/Approach Lights

Power Rear Window w/Wiper and Defroster

Splash Guards

Steel Spare Wheel

Tires: 245/70R17

Wheels: 17" Dark-Gray Painted Alloy

Interior

2 Seatback Storage Pockets

40-20-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat

5 12V DC Power Outlets

5 12V DC Power Outlets and 1 Interior 120V AC Power Outlet

Air Filtration

Cargo Space Lights

Carpet Floor Trim

Day-Night Rearview Mirror

Delayed Accessory Power

Digital/Analog Appearance

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Driver Foot Rest

Driver Information Center

Driver Seat

Fade-To-Off Interior Lighting

Front Center Armrest and Rear Center Armrest

Front Cupholder

Front Map Lights

Full Carpet Floor Covering

Full Cloth Headliner

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 5 12V DC Power Outlets and 1 Interior 120V AC Power Outlet

HVAC includes Underseat Ducts and Console Ducts

Immobilizer

Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins

Interior Trim includes Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents

Leather Gear Shifter Material

Leather Steering Wheel

Leatherette Door Trim Insert

Locking Glove Box

Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Manual Tilt/Telescoping Steering Column

Outside Temp Gauge

Passenger Seat

Rear Cupholder

Seats w/Cloth Back Material

Valet Function

Mechanical

19 Gal. Fuel Tank

3 Skid Plates

3.73 Axle Ratio

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

6075# Gvwr

72-Amp/Hr 750CCA Maintenance-Free Battery

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Front And Rear Anti-Roll Bars

Gas-Pressurized Shock Absorbers

Hydraulic Power-Assist Speed-Sensing Steering

Manual Transfer Case

Single Stainless Steel Exhaust

Solid Axle Rear Suspension w/Coil Springs

Trailer Wiring Harness

Transmission w/Sequential Shift Control and Oil Cooler

Safety • Security

A-TRAC ABS And Driveline Traction Control

Airbag Occupancy Sensor

Back-Up Camera

Blind Spot Monitor (BSM) Blind Spot

Collision Mitigation-Front

Curtain 1st, 2nd And 3rd Row Airbags

Driver And Passenger Knee Airbag and Rear Side-Impact Airbag

Dual Stage Driver And Passenger Front Airbags

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Electronic Stability Control (ESC)

Headlights-Automatic Highbeams

Lane Departure Alert (LDA) Lane Departure Warning

Lane Departure Alert (LDA) Lane Keeping Assist

Lane Tracing Assist (LTA)

Low Tire Pressure Warning

Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners

Perimeter Alarm

Rear Child Safety Locks

Rear Cross-Traffic Alert (RCTA)

Side Impact Beams

Toyota Safety Sense P (TSS-P)

Comfort and Convenience

Body-Colored Power Heated Side Mirrors w/Manual Folding

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

Dynamic Radar Cruise Control (DRCC)

FOB Controls includes Keyfob Window Activation

Front Bucket Seats includes 6 way manual driver and passenger front seats w/2-way driver lumbar support

Gauges includes Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power 1st Row Windows w/Front And Rear 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Power Rear Windows and Fixed 3rd Row Windows

Proximity Key For Doors And Push Button Start

Radio w/Seek-Scan, Clock and Steering Wheel Controls

Radio: 8" Audio includes multimedia display w/8-speaker audio system, wireless Apple CarPlay and Android Auto compatibility, SiriusXM 3-month trial, See toyota.com/audio-multimedia for details

Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Tailgate/Rear Door Lock Included w/Power Door Locks

Trip Computer

Variable Intermittent Wipers w/Heated Wiper Park

Window Grid Diversity Antenna

OPTIONAL

Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20" X 40" X 10") CT23367 or locked drawer system similar

Bid Specifications for Automobile Purchases

2025 or newer Jeep Grand Cherokee Limited

Mileage: Less than 7500 miles

Any color except Redline Pearl, Sage Green, Blue Shade

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.4)

Packages

BLACK APPEARANCE PACKAGE - ALC

- Tires: 265/50R20 A/S Performance
- Wheels: 20" x 8.5" Gloss Black Painted Aluminum
- Gloss Black Exterior Accents

QUICK ORDER PACKAGE - 22E

- Engine: 3.6L V6 24V VVT UPG I w/ESS
- Transmission: 8-Speed Automatic (850RE)

Equipment

- DUAL-PANE PANORAMIC SUNROOF
- GLOBAL BLACK, CAPRI LEATHERETTE SEATS
- MODEL YEAR TRACKING
- TIRES: 265/50R20 A/S PERFORMANCE
- WHEELS: 20" X 8.5" GLOSS BLACK PAINTED ALUMINUM
-

Standard Equipment

Exterior

- Aluminum Spare Wheel
- Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Black Bodyside Cladding and Black Fender Flares
- Black Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
- Body-Colored Door Handles
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Chrome Bumper Insert
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent and Chrome Bumper Insert
- Chrome Grille
- Chrome Side Windows Trim and Chrome Rear Window Trim
- Compact Spare Tire Mounted Inside Under Cargo
- Deep Tinted Glass
- Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
- Front Fog Lamps
- Galvanized Steel/Aluminum Panels
- Headlights-Automatic Highbeams
- Laminated Glass
- LED Brakelights

- Lip Spoiler
- Perimeter/Approach Lights
- Speed Sensitive Variable Intermittent Wipers
- Tires: 265/60R18 BSW A/S LRR

Interior

- 12-Way Power Driver Seat includes Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
- 12-Way Power Passenger Seat includes Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
- 2 12V DC Power Outlets
- 2 12V DC Power Outlets and 1 Interior 120V AC Power Outlet
- 2 Seatback Storage Pockets
- 60-40 Folding Split-Bench Front Facing Heated Manual Reclining Fold Forward Seatback Leatherette Rear Seat
- Air Filtration
- Cargo Area Concealed Storage
- Cargo Space Lights
- Carpet Floor Trim
- Chrome Gear Shifter Material
- Compass
- Day-Night Rearview Mirror
- Delayed Accessory Power
- Digital/Analog Appearance
- Driver And Passenger Heated Front Seat
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
- Driver Foot Rest
- Driver Information Center
- Fade-To-Off Interior Lighting
- Front And Rear Map Lights
- Front Center Armrest w/Storage
- Front Seats w/Power 4-Way Driver Lumbar
- Full Carpet Floor Covering includes Carpet Front And Rear Floor Mats
- Full Cloth Headliner
- Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 2 12V DC Power Outlets and 1 Interior 120V AC Power Outlet
- Heated Leatherette Steering Wheel
- HVAC includes Headliner/Pillar Ducts and Console Ducts
- Illuminated Front Cupholder
- Illuminated Locking Glove Box
- Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins
- Interior Trim includes Simulated Wood/Metal-Look Instrument Panel Insert, Simulated Wood/Metal-Look Door Panel Insert, Piano Black Console Insert and Chrome/Metal-Look Interior Accents
- Jeep Connect Tracker System
- Manual Anti-Whiplash w/Tilt Front Head Restraints and Fixed Rear Head Restraints
- Manual Tilt/Telescoping Steering Column
- Memory Settings includes Driver Seat, Door Mirrors and Audio
- Outside Temp Gauge
- Power Fuel Flap Locking Type
- Rear Cupholder

- Redundant Digital Speedometer
- Remote Releases includes Power Cargo Access
- Sentry Key Immobilizer
- Valet Function
- Vinyl Door Trim Insert

Mechanical

- 180 Amp Alternator
- 23 Gal. Fuel Tank
- 3.45 Axle Ratio
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
- 50 State Emissions
- 6050# Gvwr 1260# Maximum Payload
- 700CCA Maintenance-Free Battery w/Run Down Protection
- Brake Actuated Limited Slip Differential
- Electric Power-Assist Steering
- Engine Auto Stop-Start Feature
- Engine Oil Cooler
- Front And Rear Anti-Roll Bars
- Gas-Pressurized Shock Absorbers
- Multi-Link Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- Normal Duty Suspension
- Single Stainless Steel Exhaust
- Towing Equipment includes Trailer Sway Control
- Transmission w/Driver Selectable Mode and Sequential Shift Control w/Steering Wheel Controls

Safety • Security

- Active Lane Management Lane Departure Warning
- Active Lane Management Lane Keeping Assist
- Airbag Occupancy Sensor
- Blind Spot Detection Blind Spot
- Collision Mitigation-Front
- Cross Path Detection
- Curtain 1st And 2nd Row Airbags
- Driver And Passenger Knee Airbag
- Dual Stage Driver And Passenger Front Airbags
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- Full Speed Forward Collision Warning Plus
- Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners
- ParkSense with Stop Rear Parking Sensors
- Perimeter Alarm
- Rear Child Safety Locks
- Selec-Terrain ABS And Driveline Traction Control
- Side Impact Beams
- Tire Specific Low Tire Pressure Warning

Comfort and Convenience

- 2 LCD Monitors In The Front
- 6 Performance Speakers
- Active Noise Control System
- Adaptive Cruise Control w/Stop & Go
- Connected Travel & Traffic Services Real-Time Traffic Display
- Cruise Control w/Steering Wheel Controls
- FOB Controls includes Keyfob Cargo Access and Keyfob Remote Start
- Integrated Roof Antenna
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Power Door Locks w/Autolock Feature
- Power Liftgate Rear Cargo Access
- Power Rear Windows and Fixed 3rd Row Windows
- Proximity Key For Doors And Push Button Start
- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation, Radio Data System and Uconnect External Memory Control
- Radio: Uconnect 5 Nav w/10.1" Display
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Smart Device Remote Engine Start
- Streaming Audio
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Voice Activated Dual Zone Front Automatic Air Conditioning
- Wireless Phone Connectivity

OPTIONAL

- Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20" X 40" X 10") CT23367 or locked drawer system similar

2025 CHEVY TRAVERSE

Mileage: Less than 7500 miles

Any color except Radiant Red, Harvest Bronze Metallic and Lakeshore Blue Metallic

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.7)

High Value Options

3rd Row Seat

Adaptive Cruise Control

Back-Up Camera

Blind Spot Monitor

Bluetooth Connection

Climate Control

Cross-Traffic Alert

Heated Front Seat(s)

Heated Steering Wheel

Integrated Turn Signal Mirrors

Lane Departure Warning

Lane Keeping Assist

Multi-Zone A/C

Navigation System

Power Driver Seat

Power Liftgate

Privacy Glass

Rear A/C

Rear Parking Aid

Satellite Radio

Smart Device Integration

Tire Pressure Monitor

WiFi Hotspot

Optional Packages And Equipment

Packages

DRIVER CONFIDENCE PACKAGE - BGP

(KI6) 120V-volt power outlet

(UKK) Rear Pedestrian Alert

(UV2) HD Surround Vision and (UVX) Traffic Sign Recognition

LICENSE PLATE FRONT MOUNTING PACKAGE - VK3

(will be forced on orders with ship-to states that require a front license plate)

LT PREFERRED EQUIPMENT GROUP - 1LT

standard equipment

Equipment

EMISSIONS, FEDERAL REQUIREMENTS

HD SURROUND VISION

LT JET BLACK, PREMIUM CLOTH SEAT TRIM

POWER OUTLET, 120-VOLT, LOCATED ON THE REAR OF CENTER CONSOLE

REAR PEDESTRIAN ALERT

SEATING, 7-PASSENGER (2-2-3 SEATING CONFIGURATION)

SEATS, FRONT BUCKET

TIRES, 255/65R18 ALL-SEASON BLACKWALL

TRAFFIC SIGN RECOGNITION

WHEELS, 18" (45.7 CM) GRAZEN METALLIC MACHINED-FACE ALUMINUM

Standard Equipment

Exterior

Door handles, body-color

Glass, deep-tinted

Glass, rear, deep tint

Headlamps, LED, automatic on/off

Molding, bright door upper and low gloss Black belt

Moldings, molded color bodyside

Moldings, rocker, narrow, molded color

Rear Camera Washer

Roof rails, Black

Tire, compact spare, T135/70R18, blackwall

Wheel moldings, mold-in-color Black

Wheel, spare, 18" (45.7 cm) steel

Interior

Driver Information Center, 11" diagonal display

Floor mats, front, carpeted (Deleted when LPO floor mats or floor liners are ordered.)

Floor mats, rear, carpeted (Deleted when LPO floor mats or floor liners are ordered.)

Headrest, 3rd row center

Heater, electric, heater defroster system, reinforced

Mirror, inside rearview manual day/night

Seat adjuster, front passenger 4-way manual

Sensor, cabin humidity and windshield temperature

Steering column, manual tilt and telescopic

Steering wheel, wrapped

USB ports, 2 type-A, charge-only located on the rear of the center console

Vehicle health management provides advanced warning of vehicle issues

Wireless Phone Charging

Mechanical

Alternator, 220 amps

Brake lining wear indicator

Brakes, 4-wheel antilock, 4-wheel disc

Cooling system, heavy-duty

Electronic Precision Shift, electronic transmission range selector

Engine control, stop-start system

Engine control, stop-start system override

GVWR, 6173 lbs (2800 kg)

Hitch Guidance

Hitch View

Suspension, Ride and Handling

Safety • Security

Airbags, driver and front passenger frontal, seat-mounted side-impact first and second row outboard seating positions, and roof rail-mounted head-curtain for all outboard seating positions, and Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Automatic Emergency Braking

Blind Zone Steering Assist

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Display, automatic occupant sensing

Enhanced Automatic Emergency Braking

Following Distance Indicator

Forward Collision Alert

Front Pedestrian and Bicyclist Braking

HD Rear Vision Camera

IntelliBeam

Intersection Automatic Emergency Braking

LATCH system (Lower Anchors and Tethers for CHildren), for child restraints seats

LED Reflective Windshield Collision Alert

Lane Keep Assist with Lane Departure Warning (Included and only available with Chevy Safety Assist.)

Lane Keep Assist with Lane Departure Warning, enhanced

Mechanical jack with tools

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector

Rear Cross Traffic Braking

Rear Park Assist

Rear Seat Reminder

Reverse Automatic Braking

Safety Alert Seat

Seat belt indicator, 2nd row

Seat belt indicator, 3rd row

Seat belt restraint pretensioner, rear

Seat belt, 3-point, driver with pretensioner and load limiter

Seat belt, 3-point, front passenger with pretensioner and load limiter

Seat belts, all rows 3-point with pretensioners, driver and front passenger height-adjustable

Side Bicyclist Alert

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor System, auto learn

Comfort and Convenience

Active Noise Cancellation, driveline

Adaptive Cruise Control

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, front passenger and rear seat passengers

Audio system feature, 6-speaker system

Audio system, 17.7" diagonal advanced color high-contrast LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay and Wireless Android Auto for compatible phones

AutoSense Power Liftgate, programmable, hands free

Keyless Open, all doors includes extended range Remote Keyless Entry with lock/unlock feature

Mirrors, outside heated, power-adjustable, manual-folding Black, with integrated turn signal indicators

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Remote Start

Seat adjuster, driver 8-way power

Seats, heated driver and front passenger

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Steering wheel, heated

USB ports, 2 type-A, charge-only one on each outboard location

USB ports, 2, one type A and one type-C data/charge, located in the front area of the center console

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Windows, remote express-up/-down driver and express-down all passengers

OPTIONAL

Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20" X 40" X 10") CT23367 or locked drawer system similar

Bid Specifications for Automobile Purchases

2025 or Newer TOYOTA CAMRY

Mileage: Less than 7500 miles
Any color except White, Supersonic Red, and Precious Bronze

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.5)

Exterior

Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off

Black Grille

Black Side Windows Trim and Black Front Windshield Trim

Body-Colored Door Handles

Body-Colored Front Bumper

Body-Colored Rear Bumper

Compact Spare Tire Mounted Inside Under Cargo

Fixed Rear Window w/Defroster

Galvanized Steel/Aluminum Panels

LED Brakelights

Light Tinted Glass

Steel Spare Wheel

Tires: P205/65R16 AS

Trunk Rear Cargo Access

Wheels w/Silver Accents

Wheels: 16" Silver-Finished Alloy

Interior

1 12V DC Power Outlet

1 Seatback Storage Pocket

60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat

Air Filtration

Cargo Space Lights

Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim

Day-Night Rearview Mirror

Delayed Accessory Power

Digital/Analog Appearance

Driver / Passenger And Rear Door Bins

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror

Driver Foot Rest

Driver Information Center

Driver Seat

Fade-To-Off Interior Lighting

Front Bucket Seats includes passenger-side seatback pocket and 6-way manual front driver's and passenger seats

Front Center Armrest and Rear Center Armrest

Front Cupholder

Front Map Lights

Full Carpet Floor Covering

Full Cloth Headliner

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet

HVAC includes Underseat Ducts and Console Ducts

Illuminated Glove Box

Immobilizer

Interior Trim includes Cloth Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert, Piano Black Console Insert and Piano Black/Metal-Look Interior Accents

Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints

Manual Tilt/Telescoping Steering Column

Outside Temp Gauge

Passenger Seat

Rear Cupholder

Safety Connect (up to 10-year trial subscription) Tracker System

Seats w/Cloth Back Material

Urethane Gear Shifter Material

Mechanical

13 Gal. Fuel Tank

3.29 Axle Ratio

Battery w/Run Down Protection

Electric Power-Assist Speed-Sensing Steering

Engine Auto Stop-Start Feature

Front And Rear Anti-Roll Bars

Gas-Pressurized Shock Absorbers

Hybrid Electric Motor

Lithium Ion (li-Ion) Traction Battery

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Single Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

Transmission w/Driver Selectable Mode and Sequential Shift Control

Safety • Security

ABS And Driveline Traction Control

Airbag Occupancy Sensor

Back-Up Camera

Blind Spot Monitor (BSM) Blind Spot

Collision Mitigation-Front

Curtain 1st And 2nd Row Airbags

Driver And Passenger Knee Airbag and Rear Side-Impact Airbag

Dual Stage Driver And Passenger Front Airbags

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Electronic Stability Control (ESC)

Evasion Assist

Headlights-Automatic Highbeams

Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning

Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist

Lane Tracing Assist (LTA)

Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners

Perimeter Alarm

Rear Child Safety Locks

Rear Cross-Traffic Alert (RCTA)

Side Impact Beams

Tire Pressure Monitor System (TPMS) Tire Specific Low Tire Pressure Warning

Toyota Safety Sense (TSS) 3.0

Comfort and Convenience

2 LCD Monitors In The Front

6 Speakers

Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

FOB Controls includes Keyfob Cargo Access and Keyfob Window Activation

Full-Speed Range Dynamic Radar Cruise Control (DRCC)

Gauges includes Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer

Power 1st Row Windows w/Front And Rear 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Power Rear Windows

Proximity Key For Push Button Start Only

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System

Radio: Toyota Audio Multimedia w/8" Touchscreen includes USB-A media port, hands-free phone capability and music streaming via Bluetooth wireless technology, SiriusXM 3-month trial subscription, 6-speaker audio system, wireless Apple CarPlay compatibility and wireless Android Auto compatibility

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Remote Releases includes Power Cargo Access and Power Fuel

Streaming Audio

Trip Computer

Variable Intermittent Wipers

Window Grid And Roof Mount Antenna

Bid Specifications for Automobile Purchases

2025 or Newer HONDA ACCORD

Mileage: Less than 7500 miles
Any color except Radiant Red Metallic

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.5)

Options

Interior

2 12V DC Power Outlets

4-Way Passenger Seat

6-Way Driver Seat

Air Filtration

Cargo Space Lights

Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim

Compass

Day-Night Rearview Mirror

Delayed Accessory Power

Digital/Analog Appearance

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Driver Foot Rest

Driver Information Center

Driver / Passenger And Rear Door Bins

Fabric Seat Trim

Fade-To-Off Interior Lighting

Front And Rear Map Lights

Front Bucket Seats

Front Center Armrest and Rear Center Armrest

Front Cupholder

Full Carpet Floor Covering

Full Cloth Headliner

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Full Folding Bench Front Facing Fold Forward Seatback Rear Seat

Glove Box

HVAC

Immobilizer

Interior Trim

Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints

Manual Tilt/Telescoping Steering Column

Outside Temp Gauge

Power Fuel Flap Locking Type

Rear Cupholder

Redundant Digital Speedometer

Remote Releases

Seats w/Cloth Back Material

Urethane Gear Shifter Material

Valet Function

HondaLink Tracker System

Leatherette Door Trim Insert

Exterior

Black Grille

Body-Colored Door Handles

Body-Colored Front Bumper

Body-Colored Rear Bumper

Chrome Side Windows Trim and Black Front Windshield Trim

Compact Spare Tire Mounted Inside Under Cargo

Fixed Rear Window w/Defroster

Galvanized Steel/Aluminum Panels

LED Brakelights

Light Tinted Glass

Steel Spare Wheel

Tires: 225/50R17 94V AS

Trunk Rear Cargo Access

Wheels: 17" x 7.5J Blade Silver

Auto On/Off Reflector Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off

Comfort And Convenience

2 LCD Monitors In The Front

Automatic Air Conditioning

Body-Colored Power Side Mirrors w/Manual Folding

Cruise Control w/Steering Wheel Controls

FOB Controls

Gauges

Integrated Roof Antenna

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Power Rear Windows

Proximity Key For Doors And Push Button Start

Radio: 160-Watt Audio System

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Speed Sensitive Variable Intermittent Wipers

Trip Computer

Adaptive Cruise Control (ACC) with Low-Speed Follow

Mechanical

14.8 Gal. Fuel Tank

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

5.36 Axle Ratio

Electric Power-Assist Speed-Sensing Steering

Front And Rear Anti-Roll Bars

Gas-Pressurized Shock Absorbers

Multi-Link Rear Suspension w/Coil Springs

Quasi-Dual Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

135 Amp Alternator

60-Amp/Hr 600CCA Maintenance-Free Battery w/Run Down Protection

Safety And Security

ABS And Driveline Traction Control

Airbag Occupancy Sensor

Back-Up Camera

Collision Mitigation Braking System (CMBS) + Forward Collision Warning (FCW)

Collision Mitigation-Front

Curtain 1st And 2nd Row Airbags

Driver And Passenger Knee Airbag and Rear Side-Impact Airbag

Driver Monitoring-Alert

Dual Stage Driver And Passenger Front Airbags

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Headlights-Automatic Highbeams

Lane Keeping Assist System (LKAS) Lane Departure Warning

Lane Keeping Assist System (LKAS) Lane Keeping Assist

Outboard Front Lap And Shoulder Safety Belts

Perimeter Alarm

Rear Child Safety Locks

Side Impact Beams

Tire Specific Low Tire Pressure Warning

Traffic Jam Assist

Vehicle Stability Assist (VSA) Electronic Stability Control (ESC)

Restricted Driving Mode/Alerts

Technology

Smart Device Remote Engine Start

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)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to StageRight Corporation for rolling staging for Mobile Arena.

Amount of Contract:
$389,400.00

Funding Source
Capital - Mobile Arena Furniture, Fixtures, and Equipment

ATTACHMENTS:
1. 20260210 Stage Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 February 2026 (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 StageRight Corporation

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to StageRight Corporation for rolling staging for Mobile Arena.

Capital - Mobile Arena Furniture, Fixtures, and Equipment

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $389,400.00

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: BuyBoard 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:

R E S O L U T I O N

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, a 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
7978	2026	(3030) REAL ESTATE ASSET MANAGEMENT	ROLLING STAGING FOR MOBILE ARENA (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$389,400.00	(300164) STAGERIGHT CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PAYMENT TERMS: 30% DOWN, REMAINING NET 30 DAYS			
	BUYBOARD CONTRACT: 767-25			
	AS PER YOUR QUOTE 52063 AND THE BUYBOARD CONTRACT 767-25 STAGERIGHT			
001	ITEM # 648AN22 DECK, 4'X8', REVERSIBLE WITH BLACK TECHSTAGE 0. 095"/BLACK TECHSTAGE 0.095" SURFACES, ANODIZED EDGE	150.00 EACH	725.00000	108750.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			108750.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
002	ITEM #319348 ME-3750, 8' x 12' x 48"-78" w/ R.L.A.'s	24.00 EACH	3800.00000	91200.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			91200.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
003	ITEM #320106 STAIR - EZ LIFT 48"-78" 8 STEP	4.00 EACH	2400.00000	9600.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			9600.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT			

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
004	ITEM #321113 SKIRT, 8' X 48"-78" BLACK JANUS, CLIP ATTACHMENT	22.00 EACH	195.00000	4290.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			4290.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
005	ITEM #321126 SKIRT, 4' X 48"-78" BLACK JANUS, CLIP ATTACHMENT	4.00 EACH	125.00000	500.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			500.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
006	ITEM # 390439 GUARDRAIL, 8' X 42", UNIVERSAL	18.00 EACH	360.00000	6480.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			6480.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
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Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
007	ITEM #390427 GUARDRAIL, 4' X 42", UNIVERSAL	4.00 EACH	320.00000	1280.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			1280.00

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

008	ITEM #322238 TRANSPORT, PALLET, 4'X8' STEEL, WITH STRAPS (20), WITHOUT CASTORS	8.00 EACH	475.00000		3800.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .				3800.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 6

Vendor	Ship To
STAGERIGHT CORPORATION 495 PIONEER PARKWAY CLARE, MI 48617 Tel#989 386 1835 Fax 989 386 3500	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
009	ITEM # 322248 TRANSPORT, GUARDRAIL UNIVERSAL (36 - 4' OR 20 - 6' TO 8' GUARDRAILS)	1.00 EACH	1065.00000	1065.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			1065.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547			

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36644			
010	ITEM #350420 ADA RAMP PACKAGE, 0"-72" (INCLUDES TRANSITION ASSEMBLY, SUPPORTS, SAFETY TREAD DECKS AND RAILS)	1.00 EACH	22550.00000	22550.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			22550.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
011	ITEM# 322238 TRANSPORT, PALLET, 4'X8' STEEL, WITH STRAPS (20), WITHOUT CASTORS	1.00 EACH	475.00000	475.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			475.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 8

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
012	ITEM# 322227 TRANSPORT, Z-800 SUPP. (48)	1.00 EACH	1385.00000	1385.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			1385.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 9

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
013	ITEM # 322248 TRANSPORT, GUARDRAIL UNIVERSAL (36 - 4' OR 20 - 6' TO 8' GUARDRAILS)	2.00 EACH	1065.00000	2130.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			2130.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
014	ITEM# 305406 FR-2404 FOLD & ROLL RISER, 4'X8', 24"-32" ADJUSTABLE HEIGHT WITH BLACK TECHSTAGE/GRAY CARPET SURFACES	12.00 EACH	2150.00000	25800.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			25800.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 10

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
015	ITEM# 330083 STAIR TILT AND TOTE 3 STEP	4.00 EACH	675.00000	2700.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			2700.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
016	ITEM# 390439 GUARDRAIL, 8' X 42", UNIVERSAL	8.00 EACH	360.00000	2880.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			2880.00

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

017	ITEM# 390427 GUARDRAIL, 4' X 42", UNIVERSAL	2.00 EACH	320.00000	640.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			640.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 12

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
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205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
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205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
018	ITEM # 321444 SKIRT, 8' X 24"-32" BLACK JANUS, CLIP ATTACHMENT	8.00 EACH	155.00000	1240.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			1240.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 13

Vendor
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CLARE, MI 48617

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Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
019	ITEM # 648AN22 DECK, 4'X8', REVERSIBLE WITH BLACK TECHSTAGE 0. 095"/BLACK TECHSTAGE 0.095" SURFACES, ANODIZED EDGE	12.00 EACH	725.00000	8700.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			8700.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
020	ITEM# 310034 Z-800, 4' X 8', 16"-24" SUPPORT	12.00 EACH	265.00000	3180.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			3180.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
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Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
021	ITEM# 321447 SKIRT, 8' X 16"-24" BLACK JANUS, CLIP ATTACHMENT	8.00 EACH	150.00000	1200.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			1200.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 15

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
022	ITEM# 322108 TRANSPORT, Z-800, 8' VERTICAL (6 DECKS/6 Z-800S)	2.00 EACH	425.00000	850.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			850.00

Ship To
REAL ESTATE ASSET MANAGEMENT
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MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

023	ITEM# 330092 BASIC STAIR 2 STEP	4.00 EACH	455.00000	1820.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			1820.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 16

Vendor	Ship To
STAGERIGHT CORPORATION 495 PIONEER PARKWAY CLARE, MI 48617 Tel#989 386 1835 Fax 989 386 3500	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
024	ITEM# 648AN22 DECK, 4'X8', REVERSIBLE WITH BLACK TECHSTAGE 0. 095"/BLACK TECHSTAGE 0.095" SURFACES, ANODIZED EDGE	4.00 EACH	725.00000	2900.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			2900.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET			

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 17

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
025	ITEM# 314420 ME-1000, 4' X 8', 48"-78" ALL-TERRAIN STYLE FULL ASSEMBLY WITHOUT LOCATORS	4.00 EACH	825.00000	3300.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			3300.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
026	ITEM# 321113 SKIRT, 8' X 48"-78" BLACK JANUS, CLIP ATTACHMENT	8.00 EACH	195.00000	1560.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			1560.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 18

Vendor	Ship To
STAGERIGHT CORPORATION 495 PIONEER PARKWAY CLARE, MI 48617 Tel#989 386 1835 Fax 989 386 3500	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
027	ITEM# 321126 SKIRT, 4' X 48"-78" BLACK JANUS, CLIP ATTACHMENT	4.00 EACH	125.00000	500.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			500.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 19

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
028	ITEM# 320106 STAIR - EZ LIFT 48"-78" 8 STEP	4.00 EACH	2400.00000	9600.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			9600.00

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

029	ITEM# 390439 GUARDRAIL, 8' X 42", UNIVERSAL	8.00 EACH	360.00000	2880.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			2880.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 20

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
030	ITEM# 390427 GUARDRAIL, 4' X 42", UNIVERSAL	4.00 EACH	320.00000	1280.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			1280.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 21

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
031	ITEM# 322203 TRANSPORT, ME 48-78 SUPP. (16 ASSEMBLIES)	1.00 EACH	1100.00000	1100.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			1100.00

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

032	ITEM# 320600 CC-500 BARRICADE, 4' WIDE	30.00 EACH	835.00000	25050.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			25050.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 22

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
033	ITEM# 360139 CC500 BARRICADE THRUST ASSEMBLY, OUTSIDE CORNER LEFT	1.00 EACH	965.00000	965.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			965.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547			

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 23

Vendor	Ship To
STAGERIGHT CORPORATION 495 PIONEER PARKWAY CLARE, MI 48617 Tel#989 386 1835 Fax 989 386 3500	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36644			
034	ITEM # 360138 CC500 BARRICADE THRUST ASSEMBLY, OUTSIDE CORNER RIGHT	1.00 EACH	965.00000	965.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			965.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
035	ITEM # 360137 CC500 BARRICADE THRUST ASSEMBLY, INSIDE CORNER	2.00 EACH	1065.00000	2130.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			2130.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 24

Vendor	Ship To
STAGERIGHT CORPORATION 495 PIONEER PARKWAY CLARE, MI 48617 Tel#989 386 1835 Fax 989 386 3500	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
036	ITEM# 360140 CC500 BARRICADE CORNER WEDGE PLATE	2.00 EACH	265.00000	530.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			530.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 25

Vendor	Ship To
STAGERIGHT CORPORATION	REAL ESTATE ASSET MANAGEMENT
495 PIONEER PARKWAY	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644
CLARE, MI 48617	
Tel#989 386 1835	
Fax 989 386 3500	
	Deliver To
	REAL ESTATE ASSET MANAGEMENT
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
037	ITEM# 340114 TRANSPORT, CC500 BARRICADE, WITH STRAP (8)	5.00 EACH	825.00000	4125.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			4125.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
038	FREIGHT	4.00 EACH	7500.00000	30000.00
	Vendor Item Inventory Item/Loc 14009			
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			30000.00

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 26

Vendor
STAGERIGHT CORPORATION
495 PIONEER PARKWAY

CLARE, MI 48617

Tel#989 386 1835
Fax 989 386 3500

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Requisition Link

Requisition Total 389400.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E F201-001 .CAPEQUIPMT. .	389400.00	9760872.14

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	389400.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	02/10/26	CARLEEN STOUT	approved!
Approved	02/10/26	CHAD HOLM	Auto approved by: 910518486
Approved	02/11/26	BRENDA RHODES	

Bill To	Requisition 00007978-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 27

Vendor	Ship To
STAGERIGHT CORPORATION 495 PIONEER PARKWAY CLARE, MI 48617 Tel#989 386 1835 Fax 989 386 3500	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/26	300164				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	02/11/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	02/11/26	RELYA MALLORY		Auto approved by: 910511034	
	Approved	02/11/26	DONALD ROSE		Auto approved by: 910518227	
	Approved	02/11/26	SANDRA LEWIS			
	Approved	02/11/26	STEVEN KRONINGER		Auto approved by: 910518227	
	Approved	02/11/26	SAMANTHA COOLEY		Auto approved by: 910518227	
	Approved	02/11/26	JAMES NEESE		Auto approved by: 910518227	
	Approved	02/11/26	PATRICIA KENNEDY-JONES		Auto approved by: 910518227	
	Approved	02/11/26	REBECCA CRUMPLER		Auto approved by: 910518227	
	Approved	02/11/26	ANNE FOLEY		Auto approved by: 910518227	
	Approved	02/11/26	JOHN PAINE		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Sarah Waite
StageRight Corporation
495 Pioneer Parkway
Clare, MI 48617

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 767-25, Furniture for School, Office, Science, Library, and Dormitory

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2025, through March 31, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 767-25 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

Sarah Waite
StageRight Corporation
495 Pioneer Parkway
Clare, MI 48617

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 767-25, Furniture for School, Office, Science, Library, and Dormitory

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2025, through March 31, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 767-25 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Furniture for School, Office, Science, Library, and Dormitory	**Proposal Due Date/Opening Date and Time** October 31, 2024, at 4:00 PM
Proposal Invitation Number 767-25	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2025, through March 31, 2026, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2025

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

StageRight Corporation Name of Proposing Company	10/31/2024 Date
495 Pioneer Parkway Street Address	Sarah Waite Signature of Authorized Company Official
Clare, MI 48617 City, State, Zip	Sarah Waite Printed Name of Authorized Company Official
800-438-4499 Telephone Number of Authorized Company Official	Regional Sales Manager Position or Title of Authorized Company Official
989-386-3500 Fax Number of Authorized Company Official	38-2513133 Federal ID Number

Vendor Contract Information Summary

Vendor	StageRight Corporation
Contact	Sarah Waite
Phone	800-438-4499
Phone Extension	835
Email	swaite@stageright.com
Vendor Website	www.StageRight.com
TIN	38-2513133
Address Line 1	495 Pioneer Parkway
Vendor City	Clare
Vendor Zip	48617
Vendor State	MI
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Payment Terms depend on the customer account. For all government agencies, we offer Net 30 Terms
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid/ Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Furniture for School, Office, Science, Library and Dormitory
Contract No.	767-25
Effective	04/01/2025
Expiration	03/31/2028
Accepts RFQs	Yes
Return Policy	No StageRight product may be returned to the factory without prior authorization.

2/11/2026 10:13 AM

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 23, 2025

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. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2026**. 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 BuyBoard, 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 BuyBoard its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment 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 the materials or equipment. See Section 39-2-2(m)(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,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for four 2026 Ford Explorer 4WD SUVs for MFRD.

Amount of Contract:
$151,460.00

Funding Source
General fund

ATTACHMENTS:
1. 20260211 Stivers Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 February 2026 (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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for four 2026 Ford Explorer 4WD SUVs for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $151,460.00

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: AL 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:

R E S O L U T I O N

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, a 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
7669	2026	(1510) FIRE ADMINISTRATION	FOUR 2026 FORD EXPLORER 4WD SUVS FOR MFRD (AL STATE CONTRACT)	$151,460.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007669-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	FIRE CENTRAL SUPPLY
4000 EASTERN BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	EXPLORER 2026 MODEL, WHITE IN COLOR 4WD, FORD ORDER CODE 100A K8D Equipped w/ 2.3L EcoBoost 1-4 Engine, 10-Speed Transmission, Manual Liftgate, 17.9 Gallon Gas Tank, Class III Trailer Tow Package, 6-Way Power Driver's Seat, 4-Way Manual Passenger Seat, & 18" Silver Painted Aluminum Wheels w/ P255/65R18 All Season BSW Tires AS PER STATE OF ALABAMA CONTRACT T-191, MASTER AGREEMENT MA220000003128-3	4.00 EACH	37525.00000	150100.00

Additional Description Notes

EXPLORERS, WHITE
2026 FORD EXPLORER -- STATE CONTRACT T191
CONTRACT NUMBER: 220000003128-3
MODEL SERIES K8D ORDER CODE 100A Utility Vehicle - Ford Explorer Four Wheel Drive Active 100A Equipped w/ 2.3L EcoBoost 1-4 Engine, 10-Speed Transmission, Manual Liftgate, 17.9 Gallon Gas Tank, Class III Trailer Tow Package, 6-Way Power Driver's Seat, 4-Way Manual Passenger Seat, & 18" Silver Painted Aluminum Wheels w/ P255/65R18 All Season BSW Tires

1	1000.30.15.1510.1510.1510.0000.0000.45040.	150100.00

Bill To	Requisition 00007669-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	FIRE CENTRAL SUPPLY
4000 EASTERN BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FREIGHT	4.00 EACH	340.00000	1360.00
	Additional Description Notes --- State Contract Provisions for $2.00 / mile one-way Vendor Item Inventory Item/Loc 14009			
	1 1000.30.15.1510.1510.1510.0000.0000.45040.			1360.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To	Requisition 00007669-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 151460.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45040. FIRE ADMINISTRATION EXP FLEET VEHICLES	151460.00	339241.70

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

Activity	Date	Clerk	Comment
CCancelled	02/10/26	JOHN PAINE	GL Allocation changed
Approved	02/05/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	02/05/26	SHONNDA SMITH	
Approved	02/05/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	02/11/26	MATTHEW ANDERSON	
Approved	02/11/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/11/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	02/11/26	DONALD ROSE	Auto approved by: 9105paij
Approved	02/11/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/11/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	02/11/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	02/11/26	JAMES NEESE	Auto approved by: 9105paij
Approved	02/11/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	02/11/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	02/11/26	ANNE FOLEY	Auto approved by: 9105paij

Bill To	Requisition 00007669-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	FIRE CENTRAL SUPPLY
4000 EASTERN BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 02/11/26 JOHN PAINE	.3		

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Shana	Smith	shana@stiversonline.com	334613-5000
Scott	DuBose	sdubose@stiversonline.com	334-613-5000
David	Maddox	dmaddox@stiversonline.com	833-317-3566

3 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2026

Documents

Items

- Stivers Ford Disclosure and E Verify.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	37,525.00	Each
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each

Item Name	Product Code		UOM
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for six 2026 Ford F150 Supercrew 4X4 pickup trucks for MFRD.

Amount of Contract:
$273,624.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260211 Stivers2 Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 February 2026 (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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for six 2026 Ford F150 Supercrew 4X4 pickup trucks for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $273,624.00

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: AL 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:

R E S O L U T I O N

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, a 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
7681	2026	(1510) FIRE ADMINISTRATION	SIX 2026 FORD F150 4X4 PICKUP TRUCKS FOR MFRD (AL STATE CONTRACT)	$273,624.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007681-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	FIRE CENTRAL SUPPLY
4000 EASTERN BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	PICKUP TRUCK WHITE 2026 FORD 150 SUPERCREW 4X4 PICKUP INCLUDES: 2. 7L ECOBOOST 5.0L V-8 ENGINE W/3.31 REGULAR RATIO AXLE, 10-SPD AUTO, 4X4, 145” WHEELBASE, 5.5’ BED, CLASS IV TRAILER HITCH W/ 4/7 PIN CONNECTOR, POWER WINDOWS, POWER DOORLOCKS W/INTERGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING, 17” SILVER STEEL WHEELS, FORD CO-PILOT 360 2. 0, 36 GALLON FUEL TANK; COLOR: OXFORD WHITE OPTIONS INCLUDED IN COST: BLACK PLATFORM RUNNING BOARDS SPRAY-IN BED LINER (5-1/2’ BED) AS PER STATE CONTRACT T191 CONTRACT NUMBER MA220000003128-15	6.00 EACH	45264.00000	271584.00

Additional Description Notes

PICKUP TRUCKS WHITE
2026 FORD 150 SUPERCREW 4X4 PICKUP STATE CONTRACT T191
CONTRACT NUMBER MA220000003128-15
INCLUDES: 2.7L ECOBOOST 5.0L V-8 ENGINE W/3.31 REGULAR RATIO AXLE, 10-SPD AUTO, 4X4, 145” WHEELBASE, 5.5’ BED,CLASS IV TRAILER HITCH W/ 4/7 PIN CONNECTOR, POWER WINDOWS, POWER DOORLOCKS W/INTERGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING, 17” SILVER STEEL WHEELS, FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK;
COLOR: OXFORD WHITE
OPTIONS INCLUDED IN COST: BLACK PLATFORM RUNNING BOARDS

Bill To	Requisition 00007681-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
Fax 334-613-5018

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	SPRAY-IN BED LINER (5-1/2’ BED)			
1	1000.30.15.1510.1510.1510.0000.0000.45040.			271584.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FREIGHT	6.00 EACH	340.00000	2040.00
	Additional Description Notes --- STATE CONTRACT PROVISIONS FOR $2.00 / MILE ONE-WAY Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1510.1510.0000.0000.45040.			2040.00

Bill To	Requisition 00007681-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	FIRE CENTRAL SUPPLY
4000 EASTERN BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 273624.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45040.	273624.00	339241.70
FIRE ADMINISTRATION EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	02/05/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	02/05/26	SHONNDA SMITH	
Approved	02/05/26	CHERI BOUCHER	Auto approved by: 910518244
Queued	02/05/26	DONALD ROSE	Auto approved by: 910518244
Queued	02/05/26	SANDRA LEWIS	Auto approved by: 910518244
Queued	02/05/26	STEVEN KRONINGER	Auto approved by: 910518244
Queued	02/05/26	SAMANTHA COOLEY	Auto approved by: 910518244

Bill To	Requisition 00007681-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	FIRE CENTRAL SUPPLY
4000 EASTERN BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	02/05/26	JAMES NEESE		Auto approved by: 910518244	
	Queued	02/05/26	PATRICIA KENNEDY-JONES		Auto approved by: 910518244	
	Queued	02/05/26	REBECCA CRUMPLER		Auto approved by: 910518244	
	Queued	02/05/26	ANNE FOLEY		Auto approved by: 910518244	
	Queued	02/05/26	JOHN PAINE		Auto approved by: 910518244	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Shana	Smith	shana@stiversonline.com	334613-5000
Scott	DuBose	sdubose@stiversonline.com	334-613-5000
David	Maddox	dmaddox@stiversonline.com	833-317-3566

3 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2026

Documents

Items

- Stivers Ford Disclosure and E Verify.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	37,525.00	Each
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each

Item Name	Product Code		UOM
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2026 Ford F350 Supercrew 4X4 pickup trucks for MFRD.

Amount of Contract:
$101,020.00

Funding Source
General fund

ATTACHMENTS:
1. 20260211 Stivers3 Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 February 2026 (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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2026 Ford F350 Supercrew 4X4 pickup trucks for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $101,020.00

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: AL 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:

R E S O L U T I O N

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, a 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
7684	2026	(1510) FIRE ADMINISTRATION	TWO 2026 FORD F350 SUPERCREW 4X4 PICKUP TRUCKS FOR MFRD (AL STATE CONTRACT)	$101,020.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____

City Clerk

Bill To	Requisition 00007684-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	FORD F350 WHITE: 2026 FORD F350 SUPER CREW 4X4 PICKUP - MODEL W3B XL 610A0 CREW CAB 4X4 6.8L V8 PFI GAS ENGINE, 10 SPEED AUTO TRANSMISSION, 6.75' BOX, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT MEDIUM DARK SLATE IN COLOR, AM/FM RADIO, BLUETOOTH, REAR VIEW CAMERA, & TOW PACKAGE 4/7 PIN; OPTION INCL: TRAILER BRAKE CONTROLLER PLATFORM RUNNING BOARDS LT245/75RX17E BSW COLOR: OXFORD WHITE SPRAY IN BED LINER (6 ¾") AS PER STATE CONTRACT T191 MASTER AGREEMENT CONTRACT MA#220000003128-22 Additional Description Notes --- FORD F350 WHITE: 2026 FORD F350 SUPER CREW 4X4 PICKUP - MODEL W3B CONTRACT #220000003128-22 STATE CONTRACT T191 XL 610A0 CREW CAB 4X4 6.8L V8 PFI GAS ENGINE, 10 SPEED AUTO TRANSMISSION, 6.75' BOX, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT MEDIUM DARK SLATE IN COLOR, AM/FM RADIO, BLUETOOTH, REAR VIEW CAMERA, & TOW PACKAGE 4/7 PIN; OPTION INCL: TRAILER BRAKE CONTROLLER PLATFORM RUNNING BOARDS LT245/75RX17E BSW	2.00 EACH	50170.00000	100340.00

Bill To	Requisition 00007684-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	FIRE CENTRAL SUPPLY
4000 EASTERN BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	COLOR: OXFORD WHITE SPRAY IN BED LINER (6 ¾”)			
1	1000.30.15.1510.1510.1510.0000.0000.45040.			100340.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FREIGHT	2.00 EACH	340.00000	680.00
	Additional Description Notes --- STATE CONTRACT PROVISIONS FOR $2.00 / MILE ONE-WAY Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1510.1510.0000.0000.45040.			680.00

Bill To	Requisition 00007684-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	FIRE CENTRAL SUPPLY
4000 EASTERN BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 101020.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45040.		
	101020.00	339241.70
FIRE ADMINISTRATION EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	02/10/26	JOHN PAINE	GL Allocation changed
CCancelled	02/10/26	JOHN PAINE	GL Allocation changed
Approved	02/05/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	02/05/26	SHONNDA SMITH	
Approved	02/05/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	02/11/26	MATTHEW ANDERSON	
Approved	02/11/26	SHONNDA SMITH	Auto approved by: 910516584

Bill To	Requisition 00007684-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	02/11/26	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	02/11/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	02/11/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	02/11/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	02/11/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	02/11/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	02/11/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	02/11/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	02/11/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	02/11/26	JOHN PAINE		.3	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Shana	Smith	shana@stiversonline.com	334613-5000
Scott	DuBose	sdubose@stiversonline.com	334-613-5000
David	Maddox	dmaddox@stiversonline.com	833-317-3566

3 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2026

Documents

Items

- Stivers Ford Disclosure and E Verify.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	37,525.00	Each
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each

Item Name	Product Code		UOM
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2026 Ford F350 Regular Cab 4X4 pickup truck for MFRD.

Amount of Contract:
$55,949.00

Funding Source
General fund

ATTACHMENTS:
1. 20260211 Stivers4 Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 February 2026 (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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2026 Ford F350 Regular Cab 4X4 pickup truck for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $55,949.00

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: AL 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:

R E S O L U T I O N

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, a 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
7691	2026	(1510) FIRE ADMINISTRATION	ONE 2026 FORD F350 REGULAR CAB 4X4 PICKUP TRUCK FOR MFRD (AL STATE CONTRACT)	$55,949.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____

City Clerk

Bill To	Requisition 00007691-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040. Review: Buyer: Status: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 FORD F350 REGULAR 2 DOOR CAB 4X4 CHASSIS CAB - MODEL F3F FORD CAB & CHASSIS XL 640A, REGULAR CAB 4X2, 7.3L V8 GAS ENGINE, 10-SPD TRANSMISSION, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY STATE CONTRACT T191 OPTION: F3H DUAL REAR WHEELS 4X4 FACTORY OPTIONS: REAR CAMERA PREP KIT SPARE TIRE & WHEEL PLATFORM RUNNING BOARDS TRAILER BRAKE CONTROLLER HEAVY DUTY SERVICE SUSPENSION WHEEL BASE OPTION; 169”WHEELBASE FOR BODY INSTALLATIONS - 84” CAB TO AXLE DRIVE TRAIN OPTION: 7.3L VA GAS ENGINE 4.30 LIMITED SLIP AXLE . LT245 BSW AS 17 INTERIOR OPTION: 40/20/40 VINYL SEATS-MEDIUM DARK SLATE COLOR OPTION: VERMILLION RED AS PER T-191, MASTER AGREEMENT CONTRACT #230000003416-15 Additional Description Notes --- FORD F350 REGULAR CAB 4X4 CHASSIS CAB - MODEL F3F CONTRACT #230000003416-15 FORD CAB & CHASSIS CONTRACT XL 640A, REGULAR CAB 4X2, 7.3L V8 GAS ENGINE, 10-SPD TRANSMISSION, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY STATE CONTRACT T191	1.00 EACH	55609.00000	55609.00

Bill To	Requisition 00007691-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	FIRE CENTRAL SUPPLY
4000 EASTERN BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	OPTION: F3H DUAL REAR WHEELS 4X4 FACTORY OPTIONS: REAR CAMERA PREP KIT SPARE TIRE & WHEEL PLATFORM RUNNING BOARDS TRAILER BRAKE CONTROLLER HEAVY DUTY SERVICE SUSPENSION WHEEL BASE OPTION; 169”WHEELBASE FOR BODY INSTALLATIONS - 84” CAB TO AXLE DRIVE TRAIN OPTION: 7.3L VA GAS ENGINE 4.30 LIMITED SLIP AXLE .LT245 BSW AS 17 INTERIOR OPTION: 40/20/40 VINYL SEATS-MEDIUM DARK SLATE COLOR OPTION: VERMILLION RED			
1	1000.30.15.1510.1510.1510.0000.0000.45040.			55609.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FREIGHT	1.00 EACH	340.00000	340.00
	Additional Description Notes ----------			

Bill To	Requisition 00007691-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	FIRE CENTRAL SUPPLY
4000 EASTERN BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	STATE CONTRACT PROVISIONS FOR $2.00 / MILE ONE-WAY Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1510.1510.0000.0000.45040.			340.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 55949.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45040.	55949.00	339241.70
FIRE ADMINISTRATION EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	02/05/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	02/05/26	SHONNDA SMITH	
Approved	02/05/26	CHERI BOUCHER	Auto approved by: 910518244
Queued	02/05/26	DONALD ROSE	Auto approved by: 910518244

Bill To	Requisition 00007691-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	FIRE CENTRAL SUPPLY
4000 EASTERN BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	02/05/26	SANDRA LEWIS		Auto approved by: 910518244	
	Queued	02/05/26	STEVEN KRONINGER		Auto approved by: 910518244	
	Queued	02/05/26	SAMANTHA COOLEY		Auto approved by: 910518244	
	Queued	02/05/26	JAMES NEESE		Auto approved by: 910518244	
	Queued	02/05/26	PATRICIA KENNEDY-JONES		Auto approved by: 910518244	
	Queued	02/05/26	REBECCA CRUMPLER		Auto approved by: 910518244	
	Queued	02/05/26	ANNE FOLEY		Auto approved by: 910518244	
	Queued	02/05/26	JOHN PAINE		Auto approved by: 910518244	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Shana	Smith	shana@stiversonline.com	334613-5000
Scott	DuBose	sdubose@stiversonline.com	334-613-5000
David	Maddox	dmaddox@stiversonline.com	833-317-3566

3 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2026

Documents

Items

- Stivers Ford Disclosure and E Verify.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	37,525.00	Each
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each

Item Name	Product Code		UOM
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Zamboni Company USA Inc for Zamboni 546 ice resurfacing machine for Mobile Arena.

Amount of Contract:
$323,435.86

Funding Source
Capital - Mobile Arena Furniture, Fixtures, and Equipment

ATTACHMENTS:
1. 20260211 Zamboni Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 February 2026 (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 Zamboni Company USA Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Zamboni Company USA Inc for Zamboni 546 ice resurfacing machine for Mobile Arena.
Capital - Mobile Arena Furniture, Fixtures, and Equipment

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $323,435.86

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

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, a 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
7122	2026	(3030) REAL ESTATE ASSET MANAGEMENT	ZAMBONI 546 ICE RESURFACING MACHINE FOR MOBILE ARENA (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$323,435.86	(300158) ZAMBONI COMPANY USA INC

Adopted:

_____

City Clerk

Bill To	Requisition 00007122-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor
ZAMBONI COMPANY USA INC
15714 COLORADO AVE

PARAMOUNT, CA 90723

Tel#323 301 5843
Fax 562 633 9365

Ship To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE

MOBILE, AL 36602

Deliver To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/26	300158				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes PLEASE CONTACT SAM @ 864-245-1917 OR Sam.matheny@volkert.com FOR DELIVERY. THERE IS A $25,500.00 DEPOSIT WITH ORDER, BALANCE NET 30 DAYS FROM DATE OF SHIPMENT. SHIPMENT 500 DAYS OR SOONER FROM RECEIPT OF ORDER. PRICING FIRM FOR 30 DAYS. PLUS, A SOURCEWELL 3% DISCOUNT.			
001	ZAMBONI 546 3WAY CATALYTIC CONVERTER ALUMINUM WHEELS, BLACK POWDER COATED CONDITIONER, WASH WATER WITH POLY INSERT, BOARD BRUSH ASSEMBLY, CONDITIONER POLY SIDE PLATE, GUIDE WHEEL, LAMBDA FUEL MANAGEMENT SYSTEM, LPG LOW FUEL LIGHT (LPG MACHINES), PARKING BRAKE 546 ICE RESURFACER LPG ADD ON, WASH WATER SYSTEM WIHT POLY TANK, SNOW TANK LIGHT, BOARD BRUSH ASSEMBLY, POWER BRUSH FILL, STANDARD WATER LEVEL SIGHT GAUGE, BACK UP ALARM, LPG LOW FUEL LIGHT (LPG MACHINES) EZIII BATTERY EDGER, HYDRAULIC OIL COOLER, TIRE WASH, STAINLESS STEEL WATER DISTRIBUTION PIPE,INTEGRATED AUGER WASHOUT SYSTEM,LEVEL ICE SYSTEM, FAST ICE.	2.00 EACH	158467.93000	316935.86
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			316935.86

Bill To	Requisition 00007122-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
ZAMBONI COMPANY USA INC 15714 COLORADO AVE PARAMOUNT, CA 90723 Tel#323 301 5843 Fax 562 633 9365	CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/26	300158				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
014	FREIGHT	1.00 EACH	6500.00000	6500.00
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			6500.00
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			

Requisition Link

Bill To	Requisition 00007122-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 3

Vendor	Ship To
ZAMBONI COMPANY USA INC 15714 COLORADO AVE PARAMOUNT, CA 90723 Tel#323 301 5843 Fax 562 633 9365	CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/26	300158				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			323435.86

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E F201-001 .CAPEQUIPMT. .	323435.86	9760872.14

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	323435.86	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	01/26/26	CARLEEN STOUT	approved!
Approved	01/26/26	CHAD HOLM	Auto approved by: 910518486
Approved	01/26/26	BRENDA RHODES	
Approved	01/26/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/26/26	RELYA MALLORY	Auto approved by: 910511034
Queued	01/26/26	DONALD ROSE	Auto approved by: 910511034
Queued	01/26/26	SANDRA LEWIS	Auto approved by: 910511034
Queued	01/26/26	STEVEN KRONINGER	Auto approved by: 910511034
Queued	01/26/26	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	01/26/26	JAMES NEESE	Auto approved by: 910511034
Queued	01/26/26	PATRICIA KENNEDY-JONES	Auto approved by: 910511034
Queued	01/26/26	REBECCA CRUMPLER	Auto approved by: 910511034
Queued	01/26/26	ANNE FOLEY	Auto approved by: 910511034
Queued	01/26/26	JOHN PAINE	Auto approved by: 910511034

Bill To	Requisition 00007122-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor
ZAMBONI COMPANY USA INC
15714 COLORADO AVE

PARAMOUNT, CA 90723

Tel#323 301 5843
Fax 562 633 9365

Ship To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE

MOBILE, AL 36602

Deliver To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/26	300158				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Zamboni

Ice rink and arena equipment

#081425-FZC
Maturity Date: 10/13/2029
Website: zamboni.com/about/company-profile

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 081425-FZC gives access to the following types of goods and services:

- Ice resurfacers
- Ice resurfacing machines
- Ice edgers
- Electric-powered machines
- Fuel-powered machines
- Large capacity fuel-powered machines
- Tractor-pulled machines

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts
IDIQ Contracts

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Zamboni #081425-FZC

Pricing for contract #081425-FZC is provided at 3% off list price to Sourcewell participating agencies.

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 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment 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 the materials or equipment. See Section 39-2-2(m)(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,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

Attached

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize the reallocation of $100,000.00 from Capital Project C0646 Africatown Welcome Center to Capital Project F720-001 Africatown Furniture & Fixtures for the purchase of furniture.

Amount of Contract:
$100,000.00

Funding Source
F720-001

ATTACHMENTS:
1. Africatown Budget Transfer
2. Resolution Africatown Welcome Center - Furniture

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3030

DATE OF REQUEST: 02/05/2026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer $ $ 100,000.00

FROM CAPITAL PROJECT#: C0646

CAPITAL PROJECT NAME: AFRICATOWN WELCOME CENTER

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F720-001

PROJECT NAME: AFRICATOWN FURNITURE & FIXTURES

DEPT. PROJECT#: _____

PURPOSE: To cover the furniture and fixture for operation and tourism. The fund being transfered are only City funds.

Marilyn Bullard
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

2026

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **$100,000.00** be reallocated from Capital Project C0646 Africatown Welcome Center to Capital Project F720-001 Africatown Furniture & Fixtures for the purchase of furniture.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

C#5679

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE
Cory Penn, Councilmember

Purpose and Scope of Project:
The contractor shall make any necessary repairs and improvements to the swimming pool's shell, equipment, and decking. The contractor shall provide a single trade service and will not be using any sub contractors.

Amount of Contract:
$273,625.00

Funding Source
PR-005-26

ATTACHMENTS:
1. Resolution
2. Dotch-pool-k-PR-5-26 1

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Council Member Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized and directed o 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:	Alabama Poolworks LLC
Project Name:	CIP Dotch Park – Pool Repair & IMP
Project Number:	PR-005-26
Amount:	$273,625.00

Adopted:

_____

City Clerk

CONTRACT ROUTING CHECKLIST

DATE OF SUBMITTAL: 02/03/2026 CIVICCLERK or ADOBE

DATE OF ROUTING: ROUTING TYPE:

PROJECT MANAGER: ROGER WASHINGTON Office Assistant I

PROJECT NAME:	JOSEPH C. DOTCH COMMUNITY CENTER - POOL REPAIRS AND IMPROVEMENTS	✔	
PROJECT LOCATION:	3100 BANK AVE	✔	
PROJECT #:	PR-005-26		
VENDOR NAME:	ALABAMA POOLWORKS, LLC		
MUNIS VENDOR #:	290766		
CONTRACT AMOUNT:	$ 273,625.00 **RETAINAGE HELD?** Y or N Y	✔	
CIP-FUNDED:	**YES:** ✔ **NO:**	✔	
FUNDING ACCOUNT #:	F584-001		
WAS AVAILABLE BALANCE VERIFIED:			

RESOLUTION		
CAPITAL CONTRACT SUMMARY SHEET		
CONTRACT WITH VENDOR SIGNATURE	✔	
CONTRACT WITH NOTARY (ALL CONTRACTS OVER $15K)	✔	
SCOPE OF WORK EXHIBIT	✔	
BID / QUOTE FORM		
BONDS (CONSTRUCTION CONTRACTS OVER $50K)		
SUBCONTRACTING & MAJOR SUPPLIER PLAN and/or DBE WAIVER		✔
SECRETARY OF STATE FORM		
E-VERIFY		
CERTIFICATE OF INSURANCE	✔	
OTHER DOCUMENTS AS NEEDED (i.e. B.S. GENERAL CONDITIONS)		
AGENDA ITEM SUMMARY SHEET		

CONTRACT TYPE ○ DESIGN ● CONSTRUCTION ○ SERVICE ○ OTHER:

ORIGINAL FUNDING SOURCE F584-001 **DBE WAIVER %** 100

BRIEF SCOPE OF WORK SUMMARY:

REPAIRS TO SWIMMING POOLS, ALL COMPONENTS, AND POOL DECKING.

ESTIMATED PROJECT COST (INCLUDE INFORMATION IF APPLICABLE AND AVAILABLE)

PROFESSIONAL DESIGN SERVICES			
A/E DESIGN FEE			
GEOTECHNICAL FEE			
SURVEY FEE		**TOTAL**	
CONSTRUCTION COST	$ 251,125.00		
CONTINGENCY ALLOWANCE	$ 22,500.00		
OTHER		**TOTAL**	$ 273,625.00

ESTIMATED PROJECT MILESTONES

EXECUTED CONTRACT / NTP				03/01/2026	(DATE)
DESIGN DELIVERABLES	SCHEMATIC DESIGN		(WEEKS)		(DATE)
	DESIGN DEVELOPMENT		(WEEKS)		(DATE)
	CONSTRUCTION DOCUMENTS		(WEEKS)		(DATE)
ADVERTISEMENT - BID & AWARD			(WEEKS)		(DATE)
CONSTRUCTION COMPLETION		90 days	(WEEKS)	05/25/2026	(DATE)

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Dotch Park - Pool Repair & IMP

CAPITAL PROJECT # F584-002 **DATE OF RECEIPT**_____

DEPT. PROJECT # PR-005-26

PROJECT DESCRIPTION Contractor to make any necessary repairs and improvements.

CONTRACT AMOUNT $ 273,625.00

VENDOR NAME Alabama Poolworks LLC

VENDOR NUMBER 290766

DEPT # 3030 **DEPT NAME** Real Estate Asset Management

CONTRACT ADMINISTRATOR CarleenStout-Clark(DirectorofREAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y** 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: Stacey Howard Stacey Howard (Feb 4, 2026 14:45:34 CST) **Date** 2/4/2026

Revised 5/16/2022 Tiffany Hollins

STANDARD SERVICES 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:	**Alabama Poolworks LLC** **c/o Danielle Gimbel** **22347 Miflin Road** **Foley, AL 36535** **City Business License No.: 290766**
For the following Project:	**JOSEPH C. DOTCH COMMUNITY CENTER- Swimming Pool Repairs and Improvements** **3100 Bank Ave, Mobile AL 36617** **Project Number: PR-005-26**
Project Manager:	**Architectural Engineering Department** **P O Box 1827** **Mobile, Alabama 36633**

MASTER A101 AGREEMENT
STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

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

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 **a request for bids** on December 30; 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 JOSEPH C. DOTCH COMMUNITY CENTER SWIMING POOL REPAIR AND 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 two hundred seventy-three thousand six hundred twenty-five and 00/100 dollars ($273,625.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$251,125.00
Contingency Allowance:	$10,000.00
Third-Party Inspection Allowance:	$2,500.00
Plumbing Allowance:	$5,000.00
Electrical Allowance:	$5,000.00
Total Bid:	$273,625.00
Alternate: (if none available put N/A)	$N/A
Total Contract Sum:	$273,625.00

B. Alternates (if any included in the contract sum) N/A

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. Plumbing Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for unforeseen plumbing conditions.
4. Electrical Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for unforeseen electrical conditions.
5. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
6. 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 $ 273,625.00 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 Director of Real Estate Asset Management, Carleen Stout, or successor.

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 Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, 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 Project Manager t 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager 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 Small Business 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 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 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.)

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 ALABAMA POOLWORKS, LLC has completed the contract for JOSEPH C. DOTCH COMMUNITY CENTER- Swimming Pool Repairs and Improvements located at 3100 Bank Ave, Mobile AL 36617, Project Number: PR-005-26. 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 Director of Real Estate Asset Management 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 City's 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 City and or 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 above and on any additional exhibits, 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 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 prior to or on May 1, 2026 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 Services 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. Other Exhibits:
EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE

EXHIBIT E: E-VERIFY DOCUMENTS

D. 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	AIA Document A101
f. Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 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 Form and City of Mobile Vendor Information Form
g. Section 00700	General Conditions of the Contract for Construction-Document A201

Pages 221-261 of bid package included as built drawings for various swimming pools included in bid package- those documents have been excluded from contract as they were provided for historical information and do not include specifications for current construction.

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 Substantial Completion is delayed beyond the required date of Substantial Completion shall be $250 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.

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 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.

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.

G. 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.

H. The Contractor is solely responsible for its compliance with the ADA and must defend and hold the City harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor. The Contractor's responsibilities related to ADA compliance include all ADA requirements in Summary of the Work, scope of work, and other included contract documents.

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 Carleen Stout, Director of Real Estate Asset Management.

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, REAM
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Alabama Poolworks LLC
c/o Danielle Gimble
Contractor's Authorized Agent
22347 Miflin Rd
Foley, AL 36535

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. Joint Preparation/Review 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.

[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

By: _____
Danielle Gimble, as Member(owner) Alabama Poolworks LLC
Printed D.G.
Date: 11/29/26

State of Alabama }
County of Baldwin }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Danielle Gimble whose name as Member (owner) of the Alabama Poolworks 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 29th day of January, 2026

_____
Notary Public
Print Kathie Johnson
My commission expires: 5/1/29

(Seal)

KATHIE JOHNSON
My Commission Expires
May 1, 2029

CITY OF MOBILE

By:_ _____
Spiro N. Cheriogotis, 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 A

MOBILE
ALABAMA

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
PROJECT NAME: Joseph C. Dotch Community Center – Swimming Pool Repairs and Improvements
PROJECT NUMBER: PR-005-26

Exhibit A: Scope of Work

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary for improvements at John Kidd Park, located at 800 East St, Mobile, AL 36610.

Work includes, but is not limited to, the following:

- Adult Pool: A single pool with a zero-entry design with swim lanes on the deep end of the pool, incorporating spray features for recreational use.
    - Demolition & Preparation: Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare surfaces to a sound substrate using diamond grinding tools; protect spray feature mechanisms.
    - Coping & Deck Safety: Contractor shall re-caulk coping and point mortar at coping to repair joints and prevent water infiltration; re-pour deck sections around the pool deck as needed; repair trip hazards.
    - ADA Ramp & Grip Rails: Contractor shall regrade zero entry ramp; install ADA-compliant handrails. Contractor shall install supplementary grip rails.
    - Deck Safety Markers: Contractor shall replace/install slip resistant deck depth markers and install "NO DIVING" signage.
    - Pump and Filtration System Upgrade: Disconnect inground sand filter, including removal of old sand and associated piping. Install new commercial-grade sand filter to include manifolds, manifold supports, auto air relief valve, and panel gauge differential, sized per pool design flow requirements. Remove old pool pump and install new pump. Remove old feature pump and automation system; install new feature pump to include manual valves. Install auto fill system to maintain proper water levels. Reconfigure suction and return manifolds to accommodate the upgraded system. Modify CMU block wall adjacent to the storage room area only as necessary for pipe penetrations, anchoring, or system integration. Both existing pits shall be covered with industrial grating level with the finished floor. Contractor to verify or inspect sump pumps in both pits have flow control and in working order. Commission and balance new filtration system; provide updated operation and maintenance manuals.
    - Tile Work: Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles; tile all areas of zero-entry ramps out of the water with mosaic tile for enhanced grip and aesthetics,

extending into the water a minimum of 2 inches deep to ensure durability and seamless transition.
    - Skimmers and Main Drain: Contractor shall install skimmers and main drain to improve deck water management.
    - VGB Compliance: Contractor shall install VGB-certified drain covers; conduct sump test and document results.
    - Spray Features: Contractor shall inspect and repair/replace spray feature components (nozzles, valves, piping), replace or rework spray pipes.
    - Zero Entry Trench: Contractor shall install zero-entry trench.
    - Pumps and Filters: Contractor shall test and inspect pumps and filters; replace or repair as needed.
    - Skimmers: Contractor shall replace skimmers where deck repairs have been made.
    - Plastering: Contractor shall replaster pool shell.
- Contractor shall perform hydrostatic testing of main drains, skimmers, returns, and overflows; pressure test all plumbing lines (suction, return, backwash, feature lines); document pressure loss in PSI with clear pass/fail criteria; video record or photograph test setups for third-party review. All leak repairs shall be completed on a change order basis.

Exhibit B

Kidd, Figures, Dotch, Hillsdale Pool Renovation

Days 1–7 | Mobilization & Pre-Construction

- Notice to Proceed
- Submittals approved (tile, coping, plaster, equipment)
- Site setup, fencing, utility locates
- Drain pools, safety prep
- Third-party pool inspection

Days 8-20 | Demolition & Surface Prep

- Remove tile, plaster (both pools)
- Remove skimmers, main drains, fittings
- Diamond grind and prep shell
- Initial shell inspection
- Third-party pool inspection

Days 21-28 | Structural Repairs, Coping & ADA Ramp

- Shell crack and void repairs
- Replace/reset coping
- Regrade and reconstruct ADA ramp (kiddie pool)
- Set rail anchors and embeds
- Third-party pool inspection

Days 29-40 | | Equipment Installation & Electrical

- Remove old filter and pump
- Install new sand filter system
- Install new EQ series pump (7.5 HP)
- Electrical bonding, grounding, and hookups
- Third-party pool inspection

Days 41-50 | Plumbing & Mechanical Rough-In

- Install skimmers and main drains
- Install VGB sumps and covers
- Replace jets and returns
- Pressure testing
- Pump room rough-in
- Third-party pool inspection

Days 51-60| Tile Installation

- Waterline tile (both pools)

- Step tiles and ADA contrast tiles
- Swim lane tile (adult pool)
- Grout and cure
- Third-party pool inspection

Days 61-70 | Bond Coat & Plaster

- Final surface prep
- Apply BondKote
- Plaster kiddie pool & adult pool
- Initial curing procedures
- Third-party pool inspection

Days 71-75 | Deck Safety, Rails & Signage

- Install grip rails and handrails
- Install depth markers
- Install "NO DIVING" signage
- Final coping and deck interface touch-ups
- Third-party pool inspection

Days 76-84| Testing, Inspections & Punch List

- VGB sump testing & documentation
- Third-party pool inspection
- City/Health Dept. inspections
- Punch list corrections

Days 85-90 | Fill, Startup & Demobilization

- Fill pools
- Chemical startup (if included)
- Final walkthrough
- Demobilization and site cleanup

- **Note*- For every rain day we are given two Additional days**

- **Note *- We plan to start all locations at the same time to ensure we can get these pools done before season opens**

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:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization	$25,112.50	$0.00	$0.00	$0.00	$0.00		$25,112.50	$0.00
2	Demolition Phase completion	$62,781.25	$0.00	$0.00	$0.00	$0.00		$62,781.25	$0.00
3	Structural Underground Phase	$62,781.25	$0.00	$0.00	$0.00	$0.00		$62,781.25	$0.00
4	Finishes Phase	$75,337.50	$0.00	$0.00	$0.00	$0.00		$75,337.50	$0.00
5	Final Completion and Demobilizaion	$25,112.50	$0.00	$0.00	$0.00	$0.00		$25,112.50	$0.00
6	Contingency - General	$10,000.00	$0.00	$0.00	$0.00	$0.00		$10,000.00	$0.00
7	Contingency - 3rd Party Inspect.	$2,500.00	$0.00	$0.00	$0.00	$0.00		$2,500.00	$0.00
8	Contingency - Plumbing	$5,000.00	$0.00	$0.00	$0.00	$0.00		$5,000.00	$0.00
9	Contingency - Electrical	$5,000.00	$0.00	$0.00	$0.00	$0.00		$5,000.00	$0.00
10		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
11		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
	GRAND TOTALS	$273,625.00	$0.00	$0.00	$0.00	$0.00	0.00%	$273,625.00	$0.00

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

Exhibit C

Client#: 7778 ALAPO

Exhibit D

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Fetterman
Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124	PHONE (A/C, No, Ext): 334 273-7277 FAX (A/C, No): 334-273-9197 E-MAIL ADDRESS: kfetterman@hdbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wilmington Insurance Co.	999999
INSURER B : Wesco Insurance Company	25011
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alabama Pool Works, LLC
22347 Miflin Rd
Foley, AL 36535-9242

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	CPP02265	04/17/2025	04/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAD02266	04/17/2025	04/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	XLD02267	04/17/2025	04/17/2026	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3775150	04/17/2025	04/17/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Equipment Floater			CPP02265	04/17/2025	04/17/2026	$25,000	

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

Project: PR-005-26 - Joseph Dotch Park

City of Mobile named as Additional Insured on the General Liability and Automobile Liability policies on a Primary and Non Contributory basis as their interest may appear regarding work performed or services provided by the named insured for referenced project, where required by written contract and subject to the (See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
48 N. Sage Ave
Mobile, AL 36607

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

David J. Dennis

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DESCRIPTIONS (Continued from Page 1)

policy terms, conditions, and exclusions. Waiver of Subrogation applies to the additional insured with respect to General Liability and Auto Liability, where required by written contract and subject to the policy terms, conditions, and exclusions. Umbrella Liability is follow form over General Liability, Auto Liability and Workers Compensation. 30 day Notice of Cancellation is provided per policy terms, conditions, and exclusions.

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
City of Mobile 48 N Sage Ave, Mobile, AL 36607	All locations
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.

 © Insurance Services Office, Inc., 2018

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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
City of Mobile 48 N Sage Ave, Mobile, AL 36607	All locations
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Bond # OFB7482641

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, **Alabama Poolworks, LLC,** 22347 Miffin Road, Foley, Alabama 36535_ hereinafter called the Principal, and **Old Republic Surety**, 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 **Two Hundred Seventy-Three Thousand Six Hundred Twenty-Five** and 00/100 dollars ($273,625.00) 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 4th day of February,2026 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 **Joseph C Dotch Community Center Pool Repair and Improvements** 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 4th day of February, 2026.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

CONTRACTOR AS PRINCIPAL
Company: ALABAMA POOLWORKS, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY
Company:Old Republic Surety
(Corporate Seal)

By: D. J. Dennis
(Signature)

Name and Title: David Dennis, Attorney-in-Fact_

Resident Agent: D. J. Dennis
(Signature)

Name and Title: David Dennis, Agent
Company Name:Harmon-Dennis-Bradshaw
Address:4131 Carmichael Road, 36106
Phone and Fax: 334-517-1827 (fax) 273-9197

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

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Alabama Poolworks, LLC, 22347 Miflin Road, Foley, Alabama 36535, as Principal, and **Old Republic Surety** 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 Two Hundred Seventy-Three Thousand Six Hundred Twenty-Five and 00/100 dollars ($273,625.) 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 4th day of February, 2026 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Joseph C Dotch Communit Center Pool Repair and Improvements 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 **David J. Dennis, 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 4th day of February, 2026

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Johnny Gimbel President

SURETY
Company: Old Republic Surety
(Corporate Seal)

By: _____
(Signature)

Name and Title: David J. Dennis, Attorney-In-Fact

Resident Agent: _____
(Signature)

Name and Title: David J. Dennis, Agent
Company Name: Harmon-Dennis, Bradshaw, Inc.
Address: 4131 Carmicheal Road, Montgomery, Ala 36106
Phone and Fax: 334-517-1827
FAX # 334-273-9197

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

BOND # OFB7482641

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID J. DENNIS, BARRIE H. HARMON, III, JENNIFER HILL, OF MONTGOMERY, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of JANUARY, 2021.

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of JANUARY, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0181

Signed and sealed at the City of Brookfield, WI this 4th day of February, 2021

Karen J. Haffner
Assistant Secretary

HARMON DENNIS BRADSHAW INC

E-Verify

Company ID Number: 000-497-659

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 the Alabama Poolworks LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    a. Notice of E-Verify Participation
    b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

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 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 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 (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@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 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.

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 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
    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. 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 employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    a. Scanning and uploading the document, or
    b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

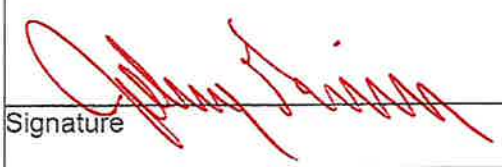
ARTICLE VI
PARTIES

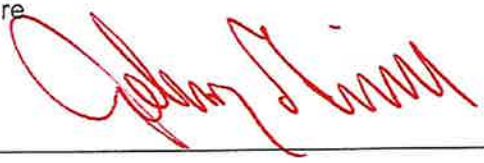
A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each

other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Johnny Gimbel	Owner
Signature 	Date 1-29-2026

Department of Homeland Security – Verification Division	
Name (Please Type or Print) Johnny Gimbel	Title Owner
Signature 	Date 1-29-2026

Information Required for E-Verify Information relating to your Company:	
Company Name:	Alabama Poolworks LLC
Company Facility Address:	22347 Miflin Rd. Foley, AL. 36535
Company Alternate Address:	
County or Parish:	Baldwin
Employer Identification Number:	90-0542838
North American Industry Classification Systems Code:	
Parent Company:	
Number of Employees:	
Number of Sites Verified for:	

Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:		
State Alabama	Number of sites 4	Site(s) Dotch Community Center Figures Park Hillsdale Community Center John Kidd

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Johnny Gimbel
Telephone Number:	251.968.4242
Fax Number:	
E-mail Address:	jrg@alabamapoolworks.com

Name:	Jeffrey Griffin
Telephone Number:	251.654.3065
Fax Number:	
E-mail Address:	Sales@alabamapoolworks.com

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-005-26 Current Date 01 / 22 / 2026

Project Description Joseph C. Dotch Community Center - Swimming Pool Repairs and Improvements

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

The Contractor shall make any necessary repairs and improvements to the swimming pool's shell, equipement, and decking. The Contracrtor shall provide a single trade service and will not be using any sub-contractors

Requested By (Department Director)

(Signature)	Dir. of REAM (Title)	01/23/2026 (Date)

Telephone Number **Email Address**

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature)	Supplier Diversity Manager (Title)	01/23/2026 (Date)

Approved By (CAO)

Alabama Poolworks LLC

Entity ID Number	000-497-659
Entity Type	Domestic Limited Liability Company
Principal Address	22347 MIFLIN ROAD FOLEY, AL 36535
Principal Mailing Address	22347 MIFLIN ROAD FOLEY, AL 36535
Status	Exists
Place of Formation	Baldwin County
Formation Date	07/23/2007
Registered Agent Name	DANIELLE GIMBEL
Registered Office Street Address	22347 MIFLIN ROAD FOLEY, AL 36535
Registered Office Mailing Address	22347 MIFLIN ROAD FOLEY, AL 36535
Nature of Business	POOL MAINTENANCE/SERVICE
Members	
Member Name	GIMBEL, DANIELLE
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	GIMBEL, JOHNNY
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Transactions	
Transaction Date	07/26/2023
Principal Office Changed From	FAIRHOPE, AL
Transaction Date	07/26/2023
Registered Agent Changed From	GIMBEL, JOHNNY 10138 BAY HAVEN DR FAIRHOPE, AL 36532
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/23/2007 Certificate of Formation 1 pg.
Document Date / Type / Pages	07/26/2023 Restated Articles 3 pgs.

BID TABULATION
ARCHITECTUAL ENGINEERING DEPARTMENT

DISTRICT NUMBER: 1
Project Manager: Roger Washington
PROJECT NUMBER: PR-005-26
Consultant:

PROJECT NAME: Joseph C. Dotch Community Center - Pool Repairs and Improvements

BID OPENING DATE: 01/21/2026 TIME: 14:30

LOCATION: Government Plaza Atrium

NUMBER OF ADDENDA: 3

Present:
- ☐ Carleen Stout
- ☐ Archinique Kidd
- ☐ Marilyn Bullard
- ☐ Lisa Lambert
- ☐ Lana Gauthier
- ☒ Tiereney Leverette
- ☐ Consultant
- ☒ Project Manager
- ☒ Emma Dean

Number of Bids Received: 1
☐

Bidders	Bid Guaranty/Security	Addenda Acknowledged	SC & MS Plan	Base Bid	Contingency	Plumbing Allowance	Electrical Allowance	Third-Party Pool Inspection Allowance	Total Bid	Remarks
Alabama Pool Works	Y	N	Y		$10,000.00	$5,000.00	$5,000.00	$2,500.00	273,625	ALB
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: ~~Hillsdale~~ Dotch **Park & Community Center – Swimming Pool Repairs and Improvements**
PROJECT LOCATION: 558 Felhorn Rd E, Mobile, Al 36608
PROJECT NUMBER: PR-004-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated Jan 19, 2026, 2026 (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: Alabama Poolworks

ADDRESS: 22347 Miflin **PHONE** 251-968-4242

ALABAMA GENERAL CONTRACTOR LICENSE NO. 53779

CITY OF MOBILE BUSINESS LICENSE NO. 97247

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 000-497-659

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. WTH-R 01062191115

(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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$	251,125 .00
Contingency Allowance:	+	$	10,000.00
Plumbing Allowance:	+	$	5,000.00
Electrical Allowance:	+	$	5,000.00
Third-Party Pool Inspection Allowance:	+	$	2,500.00
Total Base Bid:		$	273,625 .00

(Fill in here and in Total Bid below)

TOTAL BASE BID: Two hundred Seventy-three thousand Six hundred twenty five Dollars, ($273,625.00)
(Amount in Words) (Amount in Figures)

Additive Alternate #1: Pool Lighting Installation at Figures Park & Community Center.

Twelve thousand Dollars & No Cents $ 12,000 .00

(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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$ 14.00 SF

Unit Price #2: Provide and install all materials pool shell repairs.

$ 250.00 LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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 Eid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event

more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

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

NONDISCRIMINATION: 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: Alabama Pool Works
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Johnny Gimbel
(Printed or Typed)

TITLE Owner **DATE** January 20, **2026**
(Printed or Typed)

Sworn to and subscribed before me this 21 day of January 2026

Courtney Newberry
Notary Public

Courtney Newberry Commission Expires Notary Public 05/15/2027 State of Alabama at Large

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

State of Alabama County of Baldwin

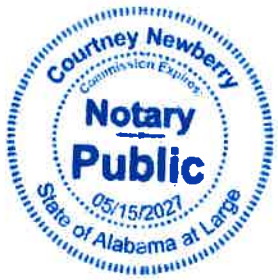
The foregoing document was acknowledged before me this

21 day of January, 2026

by Johnny Grimbel.

Courtney Newberry

Notary Public



ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:** 1/20/26

Name of Project: Joseph C. Dotch Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-005-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$ 12,000

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder Johnny Gimbel

Mailing Address 22347 Miflin Foley, AL 36535

***By (Legal Signature)**

*Name (type or print) Johnny Gimbel (Seal)

*Title Owner

Telephone Number 251-968-4242

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Alabama Poolworks LLC
Address	22347 Mifflin Road Foley, AL 36535
Telephone	251-968-4242
E-Mail	Sales@alabamapoolworks.com

RFP/RFQ Solicitation Number	
Project Description	Various Swimming pools repairs and improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ✓ Female ✓ Minority ✓ Non-minority _____ SDVO _____ Total number of Employees 21

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Johnny Gimbel

Signature: _____ Date: 1/20/2026

Title: Owner

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Alabama Poolworks LLC Your Bid/Proposal Amount $ 273,625 Date: 1/20/2026

Description _____ Name of Bidder/Proposer: Johnny Gimbel

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
Pensacola Pool Finish		Tile / Plaster	$200,000	15		
Universal Pool + Plaster		Tile/ Plaster	$200,000	15		

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Johnny Gimbel

Contact Person: Jeffrey Griffin Phone: 251-654-3065 Email: sales@alabamapoolworks.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.

✓		**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. _____

_____

_____

PROJECT MANUAL

FOR

VARIOUS SWIMMING POOLS REPAIRS AND IMPROVEMENTS AT:

JOHN KIDD PARK
800 EAST ST, MOBILE, AL 36610
PR-002-26

FIGURES PARK & COMMUNITY CENTER
658 DONALD ST, MOBILE, AL 36617
PR-003-26

JOSEPH C. DOTCH COMMUNITY CENTER
3100 BANK AVE, MOBILE, AL 36617
PR-005-26

HILLSDALE PARK & COMMUNITY CENTER
558 FELHORN RD E, MOBILE, AL 36608
PR-004-26

December 30, 2025

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: January 14, 2026 **Set Number: _____**

INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders – AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00410 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Master Agreement Between City of Mobile and Contractor
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment – AIA Document G702 and AIA Document 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, W-9 Form, and City of Mobile Vendor Information Form
  - Certificate of Insurance and Endorsements (Sample)
  - E-Verify Documentation (Sample)
- 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 01011 Multiple Contracts and Occupied Areas
- Section 01210 Allowances
- Section 01220 Unit Prices
- 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 01731 Cutting and Patching
- Section 01770 Close out Procedures
- Section 017839 Project Record Documents
- Section 017823 Operation and Maintenance Data

DIVISION 2 SITEWORK **NOT USED**
DIVISION 3 CONCRETE
Section 033100 Site Concrete

DIVISION 4 MASONRY **NOT USED**
DIVISION 5 METALS **NOT USED**

DIVISION 6 WOOD AND PLASTIC **NOT USED**
DIVISION 7 THERMAL AND MOISTURE PROTECTION
Section 079200 Joint Sealants

DIVISION 8 DOORS AND WINDOWS **NOT USED**
DIVISION 9 FINISHES
Section 099113 Exterior Painting
Section 099600 High-Performance Coatings

DIVISION 10 SPECIALTIES
DIVISION 11 EQUIPMENT **NOT USED**
DIVISION 12 FURNISHINGS **NOT USED**
DIVISION 13 SPECIAL CONSTRUCTION
Section 131108 Epoxy Adhesives
Section 131109.07 Pool Surface Preparation
Section 131110.01 Pool Signage

SECTION 00100
INVITATION TO BID

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

PROJECT NAME:	John Kidd Park - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	800 East St, Mobile, Al 36610
PROJECT NUMBER:	PR-002-23
PROJECT NAME:	Figures Park & Community Center - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	658 Donald St, Mobile, Al 36617
PROJECT NUMBER:	PR-003-26
PROJECT NAME:	Joseph C. Dotch Community Center - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	3100 Bank Ave, Mobile, Al 36617
PROJECT NUMBER:	PR-005-26
PROJECT NAME:	Hillsdale Park & Community Center - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	558 Felhorn Rd E, Mobile, Al 36608
PROJECT NUMBER:	PR-004-26

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 14th day of January, 2026. 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 time specified, 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 issued via e-mail to all Pre-Bid Conference attendees.**

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. Bidders must be pre-qualified before submitting a bid (see Section 01400 for requirements).

F. Product Substitutions must be pre-approved before the bid (see Section 01400 for requirements).

G. Subcontractors must be pre-qualified before submitting a bid (see section 01400 for requirements).

3 BID SURETY: Required on Bids $10,000.00 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 mandatory Pre-Bid Conference shall be held on December 30, 2025, **at office of the Architectural Engineering, 5th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602**, at 9:00 AM local time. It is the Contractor's responsibility and it is assumed that the contractor has visited each site prior to submitting a bid for the pool repairs and improvements. A representative of the Bidder is encouraged to be present at the meeting. Bidders are required to participate in the Pre-Bid Conference, visit al of the sites prior to submitting a Bid and include all costs associated with the project in their Bids.

B. Minutes of this conference will be made as an Addendum for the project.

9 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A, 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 of each individual envelope with the words "**SEALED BID FOR 'THE FACILITY NAME' - SWIMMING POOL REPAIRS AND IMPROVEMENTS - PROJECT NUMBER: PROJECT NUMBER".**

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, on each individual envelope, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, JANUARY 14, 2026.**

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 FEDERAL CONDITIONS

A. This project is covered by the Davis Bacon and Related Acts (DBRA). See Section 00800 Federal Conditions.

15 SECRETARY OF STATE

A. The contractor must also provide documentation of being enrolled in the Alabama Secretary of State Business Identity Records within submitted bidding documentation.

END OF SECTION 00100

SECTION 00200

INSTRUCTIONS TO BIDDERS

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

I. BIDDING DOCUMENTS:

A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the 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 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 at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to roger.washington@cityofmobile.org.

C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the 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.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

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

6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside of each individual envelope with the words "**SEALED BID FOR 'THE FACILITY NAME' - SWIMMING POOL REPAIRS AND IMPROVEMENTS - PROJECT NUMBER: PROJECT NUMBER**", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount $50,000 or greater, the State of Alabama General Contractor's License number and classification of

the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of 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 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.
(5). Construction Schedule
(6). Schedule of Values

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

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

15. ALABAMA IMMIGRATION ACT:

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

16. CITY OF MOBILE BUSINESS LICENSE:

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

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

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

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

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

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

18. CITY OF MOBILE BUILDING PERMIT:

A. A City of Mobile Building Permit is required and and shall be obtained from the City of Mobile, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within seventy-nine (79) calendar days from the date or by May 1, 2026 as indicated by the Notice to Proceed. Contract days are defined as 'calendar days', which **include** weekends and holidays.

B. The Pools will be closed, but community center's will remain open throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the Site as approved by the Owner, but typically **Monday through Friday from 7:30 A.M. to 4:30 P.M.** Contractor is directed to coordinate all areas of work and scheduling with the Owner. After hours and weekend work will require prior approval of the Facility Staff and may require hiring of a guard at the contractor's expense.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the 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 recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or less:
Contractor shall provide proof of publication of Notice of Completion one time in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide an electronic or hard copy of advertisement verbiage to the City of Mobile on Contractor letterhead for public posting for one week. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Notice of Completion four successive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

C. 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 '**THE FACILITY NAME' - SWIMMING POOL REPAIRS AND IMPROVEMENTS - PROJECT NUMBER: PROJECT NUMBER**, in Mobile, Alabama. 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 one 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 I the final payment, not as a penalty, but as liquidated damages sustained.

26. **DISQUALIFICATION OF BIDDERS:**

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

a. Collusion: Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders to be disqualified from submitting further bids to the Awarding Authority on future lettings. (See Code of Alabama Section 39-2-6 for possible criminal sanctions).

b. Advance Disclosure: Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require readvertisement and re-bid.

c. Failure to Settle Other Contracts: The Awarding Authority may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills for labor and material on other contracts in force at the time of letting, completion of punch list, warranties and closeout documents

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 NAME: Hillsdale Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 558 Felhorn Rd E, Mobile, Al 36608
PROJECT NUMBER: PR-004-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$	.00
Contingency Allowance:	+	$	10,000.00
Plumbing Allowance:	+	$	5,000.00
Electrical Allowance:	+	$	5,000.00
Third-Party Pool Inspection Allowance:	+	$	2,500.00
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: Pool Lighting Installation at Figures Park & Community Center.

_____ Dollars & No Cents $_____ .00

(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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Joseph C. Dotch Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-005-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: Figures Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 658 Donald St, Mobile, Al 36617
PROJECT NUMBER: PR-005-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$_____.00
Contingency Allowance:	+	$ 10,000.00
Plumbing Allowance:	+	$ 5,000.00
Electrical Allowance:	+	$ 5,000.00
Third-Party Pool Inspection Allowance:	+	$ 2,500.00
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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A

4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Figures Park & Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-003-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____
ALTERNATE NO. 1:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: Hillsdale Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 558 Felhorn Rd E, Mobile, AL 36608
PROJECT NUMBER: PR-004-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$	.00
Contingency Allowance:	+	$	10,000.00
Plumbing Allowance:	+	$	5,000.00
Electrical Allowance:	+	$	5,000.00
Third-Party Pool Inspection Allowance:	+	$	2,500.00
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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A

4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Hillsdale Park & Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-004-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: John Kidd Park - Swimming Pool Repairs and Improvements
PROJECT LOCATION: 800 East St, Mobile, Al 36610
PROJECT NUMBER: PR-002-23

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 dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$_____.00
Contingency Allowance:	+	$ 10,000.00
Plumbing Allowance:	+	$ 5,000.00
Electrical Allowance:	+	$ 5,000.00
Third-Party Pool Inspection Allowance:	+	$ 2,500.00
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: Pool Lighting Installation at John Kidd Park.

_____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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: John Kidd Park - Swimming Pool Repairs and Improvements
Project Number: PR-002-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____
ALTERNATE NO. 1:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

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.

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____SDVO _____ Total number of Employees ____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____Title: _____

Email: _____Phone: _____

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only

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.

		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. _____

_____

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	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
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X				MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS	X	X				BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X	X				AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ] N / A		X				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

SAMPLE

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

Project Name: Project Numb

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

City of Mobile
P. O. Box 1827
Mobile, Alabama 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

Company ID Number:

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

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 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.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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

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:

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

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

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form **W-9**
(Rev. December 2011)
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.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
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)

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

OWNER: *(name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

CONTRACT INFORMATION:
Contract For:
Date:

ARCHITECT: *(name and address)*

CERTIFICATE INFORMATION:
Certificate Number:
Date:

CONTRACTOR: *(name and address)*

The Work identified below 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 below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Substantial Completion <Project Full Name>

ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

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, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected:

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
Per the Contract Documents, the Contractor shall be responsible for damages to the Work and providing all Insurance required under the AIA A101-Agreement Between Owner and the Contractor for a Stipulated Sum, Article 8.5.1, unitl Final Payment. The Contractor shall also be responsible for labor and materials as required to provide repairs to the word for one calendar year following the substantial completion date. The Owner shall be responsible for general security and utilities at the facility.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
City of Mobile Architectural Engineering		Carleen Stout, Deputy Director	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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).

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:

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User Notes: (1147552344)

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**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:

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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)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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)

, OWNER,

as set forth in said Surety's bond.

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)

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SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201

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)

Various Swimming Pools
Repairs and Improvements
Mobile, AL

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)

N/A

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.

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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.

(Paragraphs deleted)

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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.

(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

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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.

§ 3.3.4 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.

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§ 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.

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§ 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

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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 Documentswith 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**

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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.

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§ 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.

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§ 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.

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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.

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§ 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 (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. **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:**

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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.**

§ 7.2.2 Change Orders and Contract Sum Adjustments:

No change in the Work, Contract Sum, or Contract Time shall be valid unless executed by written Change Order or Construction Change Directive issued by the Owner in accordance with the Contract Documents. All Change Orders shall comply with the requirements of the Alabama Public Works Bid Law and applicable Attorney General opinions interpreting the law.

(a) Scope Limitation: Change Orders shall be limited to work that is incidental, closely related to, or necessary for the proper completion of the original scope of work. No Change Order shall materially alter the nature of the Project or substitute an entirely new undertaking for the original Contract.

(b) Compliance with Competitive Bidding: Change Orders shall not be used to circumvent the competitive bidding requirements of Alabama law. Any modification that is so substantial as to constitute a new or different undertaking must be procured by separate bid in accordance with Ala. Code § 39-2-2.

(c) Written Authorization Required: The Contractor shall not perform any work that will result in additional compensation or time without prior written approval from the Owner through a duly executed Change Order. Any work performed without such approval shall be at the Contractor's sole risk and expense.

(d) Supporting Documentation: All requests for a Change Order must include detailed cost breakdowns, schedule impacts, and any supporting documentation as required by the Owner.

(e) City Appropriation Contingency: All Change Orders are subject to available appropriations and shall not be effective unless sufficient funds are appropriated for the increase in the Contract Sum.

§ 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

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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 that (30) days after the time specified for the Substantial Completition 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 sustatined.

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

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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.

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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

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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.

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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 .

§ 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.

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§ 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.

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§ 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 entitles 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.

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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.

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(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.

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§ 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

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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.**

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§ 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.

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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 **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.

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§ 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)

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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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Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual,** specifications, and other similar materials.

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~~**§ 1.7 Digital Data Use and Transmission**~~

~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

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§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

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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

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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.
PAGE 16

§ 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~~ Documentswith 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.
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§ 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~~

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~~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.~~

PAGE 22

§ 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;**

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.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 Completition 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 sustatined.

PAGE 26

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)**.

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§ 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 entitles 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**

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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.~~

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~~§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.

...

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§ 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~~

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~~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~~

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~~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.~~

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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)

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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: Electricity, 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:

- Contractor shall perform hydrostatic testing of main drains, skimmers, returns, and overflows; pressure test all plumbing lines (suction, return, backwash, feature lines); document pressure loss in PSI with clear pass/fail criteria; video record or photograph test setups for third-party review. All leak repairs shall be completed on a change order basis.
- The Contractor shall perform comprehensive maintenance and upgrades for all pool systems, with specific requirements for large adult pools. The Contractor shall conduct drain sump verification for all drains to ensure

compliance with the Virginia Graeme Baker Pool and Spa Safety Act (VGB) and provide complete VGB documentation, including manufacturer cut sheets, flow calculations, and installation verification. The Contractor shall supply batch numbers, installation dates, and warranty certificates for plaster, grout, thin-set, and bond coat materials. For all pools, the Contractor shall replace sand in filters. For large adult pools, the Contractor shall replace existing pumps with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and replace filters with new units compatible pumps, ensuring optimal flow turnover rates (typically 6 hours or less) and filtration rates (e.g., 15-20 gpm/sq ft for sand filters) for energy efficiency. For all other pools, the Contractor shall ensure existing pumps and filters are operational, replacing them only as needed with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and compatible filters to achieve compliant turnover and filtration rates. The Contractor shall install flow meters at locations required by the International Swimming Pool and Spa Safety Code (ISPSC). The Contractor shall verify all pool valves are correct and functional, replacing them as needed, and ensure adequate lighting and ventilation in pump rooms to meet applicable code requirements. The Contractor shall remove unused controls and Vacuum Release Systems (VRS) equipment. The Contractor shall label all electrical panels, starters, and switches with clear identification, as well as label all plumbing and valves with identification and flow direction. Finally, the Contractor shall install required signage and safety equipment per City, County, and State requirements.

- Contractor shall engage an independent, qualified third-party inspection firm approved by the City of Mobile. The inspection firm shall have demonstrated experience in commercial pool rehabilitation projects, be familiar with ISPSC and ANSI/APSP standards, and be independent from the Contractor's operational control. Contractor shall coordinate third-party inspections at the following required milestones and provide pass/fail reports to the Owner.
    - Leak Detection Observation: Contractor shall ensure the inspection firm verifies all initial leak detection testing conducted per the scope of work, documents pass/fail results for each pool, noting location and probable cause of leaks; and prepares photographic and written documentation for the inspection report. All noted deficiencies by the inspector and contractor shall be documented.
    - Pre-Demolition Inspection: Contractor shall ensure the inspection firm conducts a baseline condition survey, including photo documentation of pool shells, decks, coping, equipment, and associated systems. All noted deficiencies by the inspector and contractor shall be documented.
    - Pre-Plaster Inspection: Contractor shall ensure the inspection firm verifies surface profile preparation meets manufacturer recommendations; confirms application of bond coats per manufacturer specifications, including batch number documentation; inspect all tile work and step markings are in place

prior to plastering.
- Sump Test Verification: Contractor shall notify the inspection firm of completion with the Virginia Graeme Baker Pool & Spa Safety Act (VGB) for all main drains and sumps; documents sump depth, pipe diameter, cover installation, and flow characteristics to ensure compliance.
- Final Completion Inspection: The Contractor shall be responsible for performing a full operational systems test, including but not limited to water balance, circulation performance, and all safety systems; and for ensuring that all required signage, safety equipment, labeling, and compliance postings are properly installed. The inspection firm shall observe and verify that these systems, equipment, and postings are in place and function in accordance with applicable codes and project requirements.

- **John Kidd Park**
  - **Kiddie Pool:** A wading pool, featuring gradual slope entry with an ADA-compliant ramp for accessible access.
    - **Demolition & Preparation:** Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare surfaces to a sound substrate using diamond grinding tools.
    - **Coping & Deck Safety:** Contractor shall replace all coping posing trip hazards to meet compliance with ADA Sections 303.2 and 303.3, using bullnose coping (COF ≥ 0.6 wet).
    - **ADA Ramp & Grip Rails:** Contractor shall regrade ADA ramp to a maximum 1:12 slope, minimum 36" width, and cross-slope not exceeding 1:48; install ADA-compliant stainless steel handrails (Type 304/316). Contractor shall install grip rails meeting ADA height and clearance requirements (Type 304/316, 1.25–2 inch diameter, mounted 33–38 inches above deck).
    - **Deck Safety Markers:** Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC).
    - **Tile Work:** Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet).
    - **Skimmers and Main Drain:** Contractor shall install skimmers and main drain to improve deck water management.
    - **VGB Compliance:** Contractor shall install VGB-certified drain covers; conduct sump test and document results.
    - **Jets & Returns:** Contractor shall replace jets and returns with NSF/ANSI 50-certified fittings; leak stop fittings are required.
    - **Plastering:** Contractor shall repair plaster above the waterline, patching cracks or voids with hydraulic cement

or epoxy fillers; replaster pool with marcite or quartz aggregate finish (3/8–1/2" thickness) per ANSI/APSP-10.

- **Adult Pool:** A rectangular shaped swimming pool equipped with lap lanes, swim lane tile markings.
  - **Demolition & Preparation:** Contractor shall remove and replace deteriorated coping, tiles, plaster, and fittings; prepare surfaces to a sound substrate.
  - **Coping & Deck Safety:** Contractor shall replace coping causing trip hazards; repair cracked coping joints.
  - **ADA Ramp & Grip Rails:** Contractor shall install ADA-compliant grip rails at entry/exit points, ensuring length matches depth per ADA 1009.3; reset/replace all rail anchors; polish/refurbish or replace grip rails.
  - **Deck Safety Markers:** Contractor shall install deck depth markers at all slope changes and depth points; install "NO DIVING" signage.
  - **Tile Work:** Contractor shall install new swim lane tiles per USA Swimming specifications; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet).
  - **Skimmers and Main Drain:** Contractor shall install skimmers and main drain.
  - **VGB Compliance:** Contractor shall install VGB-certified drain covers; provide documentation to City; conduct sump test and document results.
  - **Jets & Returns:** Contractor shall replace jets and returns with NSF/ANSI 50-certified fittings; leak stop fittings are required.
  - **Plastering:** Contractor shall re-plaster pool per ANSI/APSP-10 standards.
  - **Pump Room Equipment Upgrades:** Contractor shall remove old sand filter and replace with new sand filter to include manifolds, manifold supports, gauge differential panel, and auto relief valve; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP).

- **Figures Parks & Community Center**
  - **Lap Pool:** An L-shaped swimming pool, featuring lap lanes on one leg of the pool and a deeper section off to the side of the lanes.
    - **Demolition & Preparation:** Contractor shall remove and replace deteriorated coping, tiles, plaster, and fittings; prepare surfaces to a sound substrate.
    - **Coping & Deck Safety:** Contractor shall replace coping and repair deck trip hazards.
    - **ADA Ramp & Grip Rails:** Contractor shall replace grip rails and anchors with passivated stainless steel.
    - **Deck Safety Markers:** Contractor shall replace/install depth markers and "NO DIVING" signage.

- **Tile Work:** Contractor shall install new swim lane tiles per USA Swimming specifications; install high-contrast, slip-resistant step tiles (COF ≥ 0.8 wet).
- **Skimmers and Main Drain:** Contractor shall install skimmers and main drain.
- **VGB Compliance:** Contractor shall install VGB-compliant drain covers; conduct sump test and document results.
- **Jets & Returns:** Contractor shall replace jets, returns, and skimmer covers with NSF/ANSI 50-certified fittings; leak stop fittings are required.
- **Plastering:** Contractor shall replaster pool per ANSI/APSP-10 standards.
- **Pump Room Equipment Upgrades:** Contractor shall remove old sand filter and replace with new sand filter to include manifold, manifold supports, panel differential gauge, and auto air relief; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP); replace the auto fill.

- **Kiddie Pool**: A wading pool designed for young children, featuring gradual slope entry with an ADA-compliant ramp for accessible access.
  - **Preparation:** Pool cavities shall be demolished and backfilled per City of Mobile permit requirements. Demolish all coping and other components 6 inches below slab elevation. All plumbing shall be removed or capped. Pool cavity shall be filled gravel aggregate and compacted within the finished elevation.
  - **Concrete Placement:** Provide 3,000 psi compressive strength concrete in accordance with ACI 301 – Specifications for Structural Concrete. Minimum slab thickness: 6 inches. Place, vibrate, strike-off, and finish the concrete per ACI standards.
  - **Reinforcement:** Install 6x6 W2.9/W2.9 welded wire mesh (WWM) reinforcement throughout the slab area. Wire mesh shall be supported on chairs and positioned at slab mid-depth. Overlap laps by one full mesh square (minimum 6 inches).
  - **Joints:** Tooled control and Expansion joints shall be aligned with existing joints. Tooled control joints within 24 hours of placement. Install expansion joints at all abutting fixed pavements, using approved pre-molded filler. Joints shall be filled with concrete expansion joint grade sealants.
  - **Surface Finish:** Finish shall be similar to adjacent finishes. Edges shall be neatly tooled and aligned. Curing compounds shall be applied immediately after finishing or keep surface continuously moist for 7 days minimum.
  - **Documentation:** Contractor shall provide batch tickets verifying 3,000 psi mix design. Submit before-and-after photographs documenting placement.

- **Wade Pool:** A shallow wading pool with an ADA ramp, with gentle slopes and interactive water features.
  - **Demolition & Preparation:** Contractor shall remove deteriorated components; protect adjacent areas.
  - **Coping & Deck Safety:** Contractor shall replace coping and repair deck trip hazards.
  - **ADA Ramp & Grip Rails:** Contractor shall ensure ADA-compliant entry or install transfer systems/lifts.
  - **Deck Safety Markers:** Contractor shall replace depth markers and "NO DIVING" signage.
  - **Tile Work:** Contractor shall replace waterline and step tiles.
  - **Skimmers and Main Drain:** Contractor shall install skimmers and main drain.
  - **VGB Compliance:** Contractor shall install VGB-compliant drain covers; conduct sump test and document results.
  - **Jets & Returns:** Contractor shall replace jets, returns, and skimmer covers; leak stop fittings are required.
  - **Plastering:** Contractor shall replaster pool per ANSI/APSP-10.
  - **Pump Room Equipment Upgrades:** Contractor shall remove old sand filter and replace with new sand filter to include manifold, manifold supports, panel differential gauge, and auto air relief; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP); replace the auto fill.

- **Hillsdale Park & Community Center**
  - Adult Pool: A single pool with a zero-entry design with swim lanes on the deep end of the pool, incorporating spray features for recreational use.
    - **Demolition & Preparation:** Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare surfaces to a sound substrate using diamond grinding tools; protect spray feature mechanisms.
    - **Coping & Deck Safety:** Contractor shall re-caulk coping and point mortar at coping to repair joints and prevent water infiltration; re-pour deck sections around the pool deck as needed; repair trip hazards.
    - **ADA Ramp & Grip Rails:** Contractor shall regrade zero-entry ramp; install ADA-compliant handrails. Contractor shall install supplementary grip rails.
    - **Deck Safety Markers:** Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC); install "NO DIVING" signage.
    - **Pump and Filtration System Upgrade:** Disconnect inground sand filter, including removal of old sand and associated piping. Install new commercial-grade sand filter

to include manifolds, manifold supports, auto air relief valve, and panel gauge differential, sized per pool design flow requirements. Remove old pool pump and install new EQ series pump (Pentair or approved equal, 7.5 HP). Remove old feature pump and automation system; install new feature pump to include manual valves. New manual valves to be installed above pit level to include new EQ series (Pentair or approved equal, 7.5 HP). Install auto fill system to maintain proper water levels. Reconfigure suction and return manifolds to accommodate the upgraded system. Modify CMU block wall adjacent to the storage room area only as necessary for pipe penetrations, anchoring, or system integration. Both existing pits shall be covered with industrial grating level with the finished floor. Contractor to verify or inspect sump pumps in both pits have flow control and in working order. Commission and balance new filtration system; provide updated operation and maintenance manuals.

- **Tile Work:** Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet); tile all areas of zero-entry ramps out of the water with mosaic tile for enhanced grip and aesthetics, extending into the water a minimum of 2 inches deep to ensure durability and seamless transition.
- **Skimmers and Main Drain:** Contractor shall install skimmers and main drain to improve deck water management.
- **VGB Compliance:** Contractor shall install VGB-certified drain covers; conduct sump test and document results.
- **Spray Features:** Contractor shall inspect and repair/replace spray feature components (nozzles, valves, piping) per NSF/ANSI 50; replace or rework spray pipes.
- **Zero Entry Trench:** Contractor shall install zero-entry trench.
- **Pumps and Filters:** Contractor shall test and inspect pumps and filters; replace or repair as needed.
- **Skimmers:** Contractor shall replace skimmers where deck repairs have been made.
- **Plastering:** Contractor shall replaster pool shell per ANSI/APSP-10 standards.

- **Joseph C. Dotch Community Center**
  - Adult Pool: A single pool with a zero-entry design with swim lanes on the deep end of the pool, incorporating spray features for recreational use.
    - **Demolition & Preparation:** Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare

surfaces to a sound substrate using diamond grinding tools; protect spray feature mechanisms.

- **Coping & Deck Safety:** Contractor shall re-caulk coping and point mortar at coping to repair joints and prevent water infiltration; re-pour deck sections around the pool deck as needed; repair trip hazards.
- **ADA Ramp & Grip Rails:** Contractor shall regrade zero-entry ramp; install ADA-compliant handrails. Contractor shall install supplementary grip rails.
- **Deck Safety Markers:** Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC); install "NO DIVING" signage.
- **Pump and Filtration System Upgrade:** Disconnect inground sand filter, including removal of old sand and associated piping. Install new commercial-grade sand filter to include manifolds, manifold supports, auto air relief valve, and panel gauge differential, sized per pool design flow requirements. Remove old pool pump and install new EQ series pump (Pentair or approved equal, 7.5 HP). Remove old feature pump and automation system; install new feature pump to include manual valves. New manual valves to be installed above pit level to include new EQ series (Pentair or approved equal, 7.5 HP). Install auto fill system to maintain proper water levels. Reconfigure suction and return manifolds to accommodate the upgraded system. Modify CMU block wall adjacent to the storage room area only as necessary for pipe penetrations, anchoring, or system integration. Both existing pits shall be covered with industrial grating level with the finished floor. Contractor to verify or inspect sump pumps in both pits have flow control and in working order. Commission and balance new filtration system; provide updated operation and maintenance manuals.
- **Tile Work:** Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet); tile all areas of zero-entry ramps out of the water with mosaic tile for enhanced grip and aesthetics, extending into the water a minimum of 2 inches deep to ensure durability and seamless transition.
- **Skimmers and Main Drain:** Contractor shall install skimmers and main drain to improve deck water management.
- **VGB Compliance:** Contractor shall install VGB-certified drain covers; conduct sump test and document results.
- **Spray Features:** Contractor shall inspect and repair/replace spray feature components (nozzles, valves, piping) per NSF/ANSI 50; replace or rework spray pipes.

- **Zero Entry Trench:** Contractor shall install zero-entry trench.
- **Pumps and Filters:** Contractor shall test and inspect pumps and filters; replace or repair as needed.
- **Skimmers:** Contractor shall replace skimmers where deck repairs have been made.
- **Plastering:** Contractor shall replaster pool shell per ANSI/APSP-10 standards.

- Contractor shall perform hydrostatic testing of main drains, skimmers, returns, and overflows; pressure test all plumbing lines (suction, return, backwash, feature lines); document pressure loss in PSI with clear pass/fail criteria; video record or photograph test setups for third-party review. All leak repairs shall be completed on a change order basis.
- The Contractor shall perform comprehensive maintenance and upgrades for all pool systems, with specific requirements for large adult pools. The Contractor shall conduct drain sump verification for all drains to ensure compliance with the Virginia Graeme Baker Pool and Spa Safety Act (VGB) and provide complete VGB documentation, including manufacturer cut sheets, flow calculations, and installation verification. The Contractor shall supply batch numbers, installation dates, and warranty certificates for plaster, grout, thin-set, and bond coat materials. For all pools, the Contractor shall replace sand in filters. For large adult pools, the Contractor shall replace existing pumps with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and replace filters with new units compatible pumps, ensuring optimal flow turnover rates (typically 6 hours or less) and filtration rates (e.g., 15-20 gpm/sq ft for sand filters) for energy efficiency. For all other pools, the Contractor shall ensure existing pumps and filters are operational, replacing them only as needed with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and compatible filters to achieve compliant turnover and filtration rates. The Contractor shall install flow meters at locations required by the International Swimming Pool and Spa Safety Code (ISPSC). The Contractor shall verify all pool valves are correct and functional, replacing them as needed, and ensure adequate lighting and ventilation in pump rooms to meet applicable code requirements. The Contractor shall remove unused controls and Vacuum Release Systems (VRS) equipment. The Contractor shall label all electrical panels, starters, and switches with clear identification, as well as label all plumbing and valves with identification and flow direction. Finally, the Contractor shall install required signage and safety equipment per City, County, and State requirements.

B. Contract Description: Stipulated sum.

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 with the sign construction contract.

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.

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.

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 with signed construction contract 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 four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. 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.

F. See Contractor Pre-Qualification Specification

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 may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

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. Construction fencing and signage shall be required by the contractor to provide and install.

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 by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

E. 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 one paper copy and 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 one year 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 1GENERAL

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 ten thousand and xx/100 Dollars ($10,000.00).
B. Include as a Third-Party Inspection Allowance the lump sum amount of two thousand five hundred and xx/100 Dollars ($2,500.00).
C. Include as a Plumbing Allowance the lump sum amount of two thousand five hundred and xx/100 Dollars ($5,000.00).
D. Include as an Electrical Allowance the lump sum amount of two thousand five hundred and xx/100 Dollars ($5,000.00).

END OF SECTION

SECTION 01220
UNIT PRICES

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. Measurement.
   2. Payment.

1.3 UNIT PRICES

A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.

B. Actual quantities and measurements supplied or placed in the Work will determine payment.

C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

A. Concrete Deck Repair, including preparation and cool decking.
   1. Unit of measure: Per Square Foot.
   2. Basis of payment:
      a. Contract Sum to be based on quantities material provided and installed.
      b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

B. Pool Shell Repairs
   1. Unit of measure: Per Linear Foot.
   2. Basis of payment:
      a. Contract Sum to be based on quantities material provided and installed.
      b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

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: Pool Lighting Installation at John Kidd Park and Figures Park & Community Center: Contractor shall install energy-efficient LED pool lighting systems at Adult (Large) Pool compliant with NEC and ISPSC requirements. Lighting shall provide a minimum of 10 foot-candles at the water surface, with fixtures rated for wet environments (IP68 or equivalent) and corrosion-resistant materials suitable for coastal conditions

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 Documents" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner 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. Architect will return RFIs submitted to Architect 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 may be 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. Contractor's construction schedule.
2. Field condition reports.
3. Special reports.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

C. Field Condition Reports: Submit at time of discovery of differing conditions.

D. Special Reports: Submit at time of unusual event.

E. 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 and testing.
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. Preparation: Indicate each significant construction activity separately. Outline significant construction activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. 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 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. Start dates.
6. 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 start dates.
3. Changes finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.

6. 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.

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 Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Submittal Procedure
   2. Shop Drawings
   3. Product Data
   4. 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 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. One PDF copy will be returned to Contractor for printing and distribution.

1.5 PRODUCT DATA

A. Mark copy to identify applicable products, models, options, and other data.

B. Supplement manufacturers' standard data to provide information unique to this Project.

A. Project Manager will return to Contractor for printing and distribution.

1.6 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 01400
PRE-BID QUALIFICATIONS & CONSTRUCTION QUALITY 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 administrative and procedural requirements for general contractor/installer **pre-bid qualifications**.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated.

C. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage. Please refer to Construction Contract and General Conditions for more detail on payment procedures.

D. Contractor's Quality Control Plan

1. Specific quality assurance, control and schedule requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

E. Related Sections:
1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests, inspections, submittals, orders, and installation.
2. Section 09681 Carpet Tile for specific test and inspection requirements.

1.3 PRE-BID QUALIFICATIONS

A. Due to the extremely critical installation schedule, General Contractor and Installer qualifications will be examined prior to the bid. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations of similar size, and similar installation time in occupied buildings. Companies without proven records of success will not be approved for work on this project. Companies who have not with met quality requirements and/or construction schedule during other City of Mobile projects will also not be approved for work on this project.

B. Submittals indicating proven record of success shall include:
   1. Demonstrate a minimum of 5 years of experience in commercial or public pool renovations, including gunite/shell repairs and hydraulic systems.
   2. Statement indicating how the company will staff and manage this project. Indicate after hours' work, additional employees, or any other information that would support the case that the general contractor and installer will be able to comply with requirements within the stated timeframe.
   3. By submitting qualification information, the general contractor and/or installer affirm that they are able to provide the materials needed for this project under the payment terms of the contract.
   4. Submit statement that installer is approved by the manufacturer to install the provided products.
   5. Employ at least one National Swimming Pool Foundation (NSPF), Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) for project oversight.
   6. Provide documentation of at least 3 projects of similar size (over 5,000SF), scope, and timeframe performed for other entities and that support the assertion of successful performance within the last 3 years.
      a. Include project name, year completed, and contact names and numbers for reference.
      b. Indicate size of installation, scope, and installation time of each project listed.

C. **Submit Installer qualifications by 3pm local time Monday, January 5, 2026,** to Roger Washington, Project Manager, at roger.wasington@cityofmobile.gov. **An adendum will be issued by Tuesday, January 6, 2026, listing approved installers.**

1.4 CONTRACTOR'S QUALITY-CONTROL PLAN FOR CONSTRUCTION

A. Quality-Control Plan, General: Submit quality-control plan and schedule within 2 days of Notice to Proceed. Submit in format acceptable to Owner. Identify personnel, procedures, controls, instructions, tests, records, schedule and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities.

B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process.

C. Testing and Inspection: Include in the quality-control plan a comprehensive schedule of Work requiring testing and inspection.

D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in this and other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector, manufacturer's technical representative, and/or factory authorized representative.
13. Recommendations on retesting and re-inspecting.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

D. Preconstruction Testing: See also Section 09681 for more information on tests required below.

1. Contractor responsibilities include the following:

a. Coordinate with third-party inspection firm(s) at all required milestones.

b. Ensure proper documentation for VGB compliance, including manufacturer specifications, installation records, sump tests, and batch numbers for all applicable products.

c. Conduct initial leak detection testing per ISPSC standards for all pools prior to demolition and repair work, documenting all results for City and third-party review.

d. Provide batch numbers and warranty documentation for all plaster, grout, thin-set, and bond coat materials used, including but not limited to filters and pumps.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01400

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. 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 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 products, 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 15 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.

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.

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 and floors 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 Owner 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 facility 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.

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. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

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 01710
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the total value of work to be completed.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in utility services.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.

9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Owner's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Submit list of incomplete items in the following format:
   a. PDF electronic file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Remove tools, construction equipment, machinery, and surplus material from Project site.
d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
f. Sweep concrete floors broom clean in unoccupied spaces.
g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
h. Remove labels that are not permanent.
i. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
k. Replace disposable air filters and clean permanent filters. Clean exposed surfaces of diffusers, registers, and grills.
l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
n. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

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 or conduit 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 01731

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 copies of each manual in final form at least 15 days before final inspection. Owner will return copy with comments within 10 days after final inspection.

   1. Correct or modify each manual to comply with Owner's comments. Submit copies of each corrected manual within 10 days of receipt of Owner's comments.

   2. Provide PDF copies. 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 Owner 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 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 them 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.

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 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. 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 copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit 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 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. 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 03 3100
SITE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Formwork.
2. Reinforcing.
3. Cast-in place concrete including mix design, placement procedures, and finishes.

B. Cast-in-place concrete includes the following:

1. Foundations and footings.
2. Slabs-on-grade.
3. Slabs on steel deck.
4. Equipment pads and bases.

C. Related Documents: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

D. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 31 2000, "Earthwork": Drainage fill under slabs on grade.
2. Section 32 1313, "Concrete Paving": Concrete paving and walks.
3. Section 07 9200, "Joint Sealants": Sealants and joint fillers in concrete work.

1.2 SUBMITTALS:

A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.

B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others if requested by Owner.

C. Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, bent bar diagrams, and arrangement of concrete reinforcement. Include special reinforcing required for openings through concrete structures.

D. Samples of materials as requested by Owner, including names, sources, and descriptions, as follows:

1. Color finishes.
2. Normal weight aggregates.

1.3 QUALITY ASSURANCE:

A. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:

1. ACI 301, "Specifications for Structural Concrete for Buildings".
2. ACI 302, "Guide for Concrete Floor and Slab Construction".
3. ACI 304, "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete".
4. ACI 305, "Hot Weather Concreting".
5. ACI 306, "Cold Weather Concreting".
6. ACI 309, "Guide for Consolidation of Concrete".
7. ACI 311, "Recommended Practice for Concrete Inspection".
8. ACI 318, "Building Code Requirements for Reinforced Concrete".
9. ACI 347, "Recommended Practice for Concrete Formwork".
10. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
11. American Welding Society, AWS D1.4 "Structural Welding Code - Reinforcing Steel".

B. Concrete Testing Service: Engage a testing agency acceptable to Owner to perform material evaluation tests and to design concrete mixes.

C. Materials and installed work may require testing and retesting at any time during progress of Work. Tests, including retesting of rejected materials for installed Work, shall be done at Contractor's expense.

PART 2 - PRODUCTS

2.1 FORM MATERIALS:

A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

1. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form," Class I.

2. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or another acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Form Release Agent: Provide commercial formulation form release agent with a maximum of 350 g/L volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

D. Provide ties that, when removed, will leave holes not larger than 1 inch in diameter in the concrete surface.

2.2 REINFORCING MATERIALS:

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

B. Steel Wire: ASTM A 82, plain, cold-drawn steel.

C. Welded Wire Fabric: ASTM A 185, welded steel wire fabric.

D. Deformed-Steel Welded Wire Fabric: ASTM A 497.

E. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI specifications.

1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1) or stainless steel (CRSI, Class 2).

F. Threaded Dowels: Continuous threaded high-strength steel bars equal to "Lasstud" by Richmond Screw Anchor Co., Inc. Provide inserts compatible with dowels, designed for ultimate pull-out force indicated on the drawings.

G. Mechanical Splices: Equal to "Cadweld Rebar Splices", as manufactured by Erico Products, Inc., "C" Series, for developing 125% of minimum ASTM specified yield strengths, unless otherwise noted on drawings.

H. Steel Shapes, Plates and Rods: Conform to ASTM A 36, "Specification for Structural Steel".

I. Do Not Weld Reinforcing Steel: Unless specifically noted on drawings. If welding is shown, conform to latest revision of AWS D12.1, "Reinforcing Steel Welding Code of the American Welding Society". Perform all welding with certified welders qualified per AWS.

2.3 CONCRETE MATERIALS:

A. Portland Cement: ASTM C 150, Type I.

1. Use one brand of cement throughout Project unless otherwise acceptable to Owner.

B. Fly Ash: ASTM C 618, Type F or C.

1. Limit use of fly ash to not exceed 20 percent of cement content by weight.

C. Normal-Weight Aggregates: ASTM C 33 and as specified. Provide aggregates from a single source for exposed concrete.

1. For exposed exterior surfaces, do not use fine or coarse aggregates that contain substances that cause spalling.
2. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Owner.

D. Water: Potable.

E. Admixtures, General: Provide concrete admixtures that contain not more than 0.1 percent chloride ions.

F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Air-Tite, Cormix Construction Chemicals.
   b. Air-Mix or Perma-Air, Euclid Chemical Co.
   c. Darex AEA or Daravair, W.R. Grace & Co.
   d. MB-VR or Micro-Air, Master Builders, Inc.
   e. Sealtight AEA, W.R. Meadows, Inc.
   f. Sika AER, Sika Corp.

G. Water-Reducing Admixture: ASTM C 494, Type A.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. PSI N, Cormix Construction Chemicals.
   b. Eucon WR-75, Euclid Chemical Co.
   c. WRDA, W.R. Grace & Co.
   d. Pozzolith Normal or Polyheed, Master Builders, Inc.
   e. Plastocrete 161, Sika Corp.

H. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Eucon 37, Euclid Chemical Co.
   b. WRDA 19 or Daracem, W.R. Grace & Co.
   c. Rheobuild or Polyheed, Master Builders, Inc.
   d. Sikament 300, Sika Corp.

I. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Accelguard 80, Euclid Chemical Co.
   b. Daraset, W.R. Grace & Co.
   c. Pozzutec 20, Master Builders, Inc.

J. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Eucon Retarder 75, Euclid Chemical Co.
   b. Daratard-17, W.R. Grace & Co.
   c. Pozzolith R, Master Builders, Inc.
   d. Protard, Prokrete Industries.
   e. Plastiment, Sika Corporation.

2.4 ADMIXTURES:

A. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.

B. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg.F (10 deg.C).

C. Use high-range water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs, architectural concrete, parking structure slabs, concrete required to be watertight, and concrete with water-cement ratios below 0.50.

D. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus or minus 1-1/2 percent within the following limits:

1. Concrete structures and slabs exposed to freezing and thawing, deicer chemicals, or hydraulic pressure:
   a. 4.5 percent (moderate exposure); 5.5 percent (severe exposure) for 1-1/2-inch maximum aggregate.
   b. 4.5 percent (moderate exposure); 6.0 percent (severe exposure) for 1-inch maximum aggregate.
   c. 5.0 percent (moderate exposure); 6.0 percent (severe exposure) for 3/4-inch maximum aggregate.
   d. 5.5 percent (moderate exposure); 7.0 percent (severe exposure) for 1/2-inch maximum aggregate.
2. Other concrete not exposed to freezing, thawing, or hydraulic pressure, or to receive a surface hardener: 2 to 4 percent air.

E. Use admixtures for water reduction and set accelerating or retarding in strict compliance with manufacturer's directions.

2.5 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements of ASTM C 94, and as specified.

1. When air temperature is between 85 deg.F (30 deg.C) and 90 deg.F (32 deg.C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg.F (32 deg.C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 GENERAL:

A. Coordinate the installation of joint materials, vapor retarder/barrier, and other related materials with placement of forms and reinforcing steel.

3.2 FORMS:

A. General: Design, erect, support, brace, and maintain formwork to support vertical,

lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances and surface irregularities complying with the following ACI 347 limits:

1. Provide Class A tolerances for concrete surfaces exposed to view.
2. Provide Class C tolerances for other concrete surfaces.

B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in the Work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent cement paste from leaking.

C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like for easy removal.

D. Provide temporary openings for clean-outs and inspections where interior area of formwork is inaccessible before and during concrete placement. Securely brace temporary openings and set tightly to forms to prevent losing concrete mortar. Locate temporary openings in forms at inconspicuous locations.

E. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

F. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

G. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before placing concrete. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

3.3 PLACING REINFORCEMENT:

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as specified.

1. Avoiding cutting or puncturing vapor retarder/barrier during reinforcement placement and concreting operations. Repair damages before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by Owner.

D. Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS:

A. Construction Joints: Locate and install construction joints so they do not impair strength or appearance of the structure, as acceptable to Owner.

B. Provide keyways at least 1-1/2 inches deep in construction joints in walls and slabs and between walls and footings. Bulkheads designed and accepted for this purpose may be used for slabs.

C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as indicated otherwise. Do not continue reinforcement through sides of strip placements.

D. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

E. Isolation Joints in Slabs-on-Grade: Construct isolation joints in slabs-on-grade at points of contact between slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Joint fillers and sealants are specified in Section 07 9200 - "Joint Sealants".

F. Contraction (Control) Joints in Slabs-on-Grade: Construct contraction joints in slabs-on-grade to form panels of patterns as shown. Use saw cuts 1/8 inch wide by one-fourth of slab depth or inserts 1/4 inch wide by one-fourth of slab depth, unless otherwise indicated.

1. Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strip into fresh concrete until top surface of strip is flush with slab surface. Tool slab edges round on each side of insert. After concrete has cured, remove inserts and clean groove of loose debris.
2. Contraction joints in unexposed floor slabs may be formed by saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregate.
3. If joint pattern is not shown, provide joints not exceeding 15 feet in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third bays).
4. Joint fillers and sealants are specified in Division 7 Section "Joint Sealants."

3.5 PREPARING FORM SURFACES:

A. General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.

B. Do not allow excess form-coating material to accumulate in forms or come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply according to manufacturer's instructions.

1. Coat steel forms with a nonstaining, rust-preventative material. Rust-stained steel formwork is not acceptable.

3.6 CONCRETE PLACEMENT:

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.

C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.

D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for

consolidation of concrete complying with ACI 309.

2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix to segregate.

E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in continuous operation, within limits of construction joints, until completing placement of a panel or section.

1. Consolidate concrete during placement operations so that concrete is thoroughly worked around reinforcement, other embedded items and into corners.
2. Bring slab surfaces to correct level with a straightedge and strike off. Use bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
3. Maintain reinforcing in proper position on chairs during concrete placement.

F. Cold-Weather Placement: Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

G. When air temperature has fallen to or is expected to fall below 40 deg.F (4 deg.C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg.F (10 deg.C) and not more than 80 deg.F (27 deg.C) at point of placement.

1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

2. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.

H. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305 and as specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg.F (32 deg.C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately

before embedding in concrete.

3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.
4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Owner.

3.7 FINISHING FORMED SURFACES:

A. Rough-Formed Finish: Provide a rough-formed finish on formed concrete surfaces not exposed to view in the finished Work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.

B. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or another similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.

C. Smooth-Rubbed Finish: Provide smooth-rubbed finish on scheduled concrete surfaces that have received smooth-formed finish treatment not later than 1 day after form removal.

1. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 MONOLITHIC SLAB FINISHES:

A. Scratch Finish: Apply scratch finish to monolithic slab surfaces to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and where indicated.

1. After placing slabs, finish surface to tolerances specified in Section 3.11. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set with stiff brushes, brooms, or rakes.

B. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and

other finishes as specified; slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo; and where indicated.

1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Finish surfaces to tolerances specified in Section 3.11. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

C. Trowel Finish: Apply a trowel finish to monolithic slab surfaces exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or another thin film-finish coating system.

1. After floating, begin first trowel-finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and finish surfaces to tolerances specified in Section 3.11. Grind smooth any surface defects that would telegraph through applied floor covering system.

D. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply a trowel finish as specified, then immediately follow by slightly scarifying the surface with a fine broom.

E. Nonslip Broom Finish: Apply a nonslip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Owner before application.

F. Colored Wear-Resistant Finish: Apply a colored wear-resistant finish to monolithic slab surface indicated.

1. Apply dry shake materials for the colored wear-resistant finish at a rate of 100 lb per 100 sq. ft., unless a greater amount is recommended by material manufacturer.
2. Cast a trial slab approximately 10 feet square to determine actual application rate, color, and finish, as acceptable to Owner.
3. Immediately following the first floating operation, uniformly distribute with mechanical spreader approximately two-thirds of the required weight of the dry

shake material over the concrete surface, and embed by power floating. Follow floating operation with second shake application, uniformly distributing remainder of dry shake material with overlapping applications to ensure uniform color, and embed by power floating.

4. After broadcasting and floating, apply a trowel finish as specified. Cure slab surface with a curing compound recommended by the dry shake material manufacturer. Apply the curing compound immediately after the final finishing.

3.9 FLOOR FLATNESS/LEVELNESS REQUIREMENTS:

A. After placing slabs, finish surface to the following tolerances of F(F) (floor flatness) and F(L) (floor levelness) measured according to ASTM E 1155:

FINISH	SLAB-ON-GRADE				FRAMED FLOOR	
	OVERALL		LOCAL		OVERALL	LOCAL
	FF	FL	FF	FL	FF	FF
Scratch Finish	18	15	15	13	25	22
Float Finish	20	17	18	15	25	22
Trowel Finish	25	22	20	17	25	22

Specified overall F-numbers apply to the whole floor, taken as one. Minimum local F- numbers apply to each slab, bounded by construction joints.

3.10 MISCELLANEOUS CONCRETE ITEMS:

A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as specified to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

3.11 CONCRETE CURING AND PROTECTION:

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screeding and bull floating, but before

power floating and troweling.

B. No curing agents or sealers are to be applied to the concrete slab where Resilient Athletic Flooring is scheduled.

C. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.

D. Curing Methods: Cure concrete by curing compound, by moist curing, by moisture-retaining cover curing, or by combining these methods, as specified.

1. Provide moisture curing by the following methods:

    a. Keep concrete surface continuously wet by covering with water.
    b. Use continuous water-fog spray.
    c. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with a 4-inch lap over adjacent absorptive covers.

2. Provide moisture-retaining cover curing as follows:
    a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Apply curing compound on exposed interior slabs and on exterior slabs, walks, and curbs as follows:
    a. Apply curing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
    b. Use membrane curing compounds that will not affect surfaces to be covered with finish materials applied directly to concrete.

E. Curing Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for the full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

F. Curing Unformed Surfaces: Cure unformed surfaces, including slabs, floor topping, and other flat surfaces, by applying the appropriate curing method.

1. Final cure concrete surfaces to receive finish flooring with a moisture-retaining cover, unless otherwise directed.

3.12 REMOVING FORMS:

A. General: Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg.F (10 deg.C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form-removal operations, and provided curing and protection operations are maintained.

B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days or until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.

C. Form-facing material may be removed 4 days after placement only if shores and other vertical supports have been arranged to permit removal of form-facing material without loosening or disturbing shores and supports.

3.13 REUSING FORMS:

A. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-coating compound as specified for new formwork.

B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use patched forms for exposed concrete surfaces except as acceptable to Owner.

3.14 CONCRETE SURFACE REPAIRS:

A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removing forms, when acceptable to Owner.

B. Mix dry-pack mortar, consisting of one part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing.

1. Cut out honeycombs, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts down to solid concrete but in no case to a depth less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with bonding agent. Place patching mortar before bonding agent has dried.

2. For surfaces exposed to view, blend white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

C. Repairing Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Owner. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes and fill with dry-pack mortar or precast cement cone plugs secured in place with bonding agent.

1. Repair concealed formed surfaces, where possible, containing defects that affect the concrete's durability. If defects cannot be repaired, remove and replace the concrete.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface tolerances specified for each surface and finish. Correct low and high areas as specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having the required slope.

1. Repair finished unformed surfaces containing defects that affect the concrete's durability. Surface defects include crazing and cracks in excess of 0.01 inch wide or that penetrate to the reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycombs, rock pockets, and other objectionable conditions.
2. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.
3. Correct low areas in unformed surfaces during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete. Proprietary underlayment compounds may be used when acceptable to Owner.
4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

E. Perform structural repairs with prior approval of Owner for method and procedure,

using specified epoxy adhesive and mortar.

F. Repair methods not specified above may be used, subject to acceptance of Owner.

3.15 QUALITY CONTROL TESTING DURING CONSTRUCTION:

A. General: The Owner will employ a testing agency to perform tests and to submit test reports.

B. Sampling and testing for quality control during concrete placement may include the following, as directed by Owner.

1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
   a. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
   b. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231, pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
   c. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg.F (4 deg.C) and below, when 80 deg.F (27 deg.C) and above, and one test for each set of compressive-strength specimens.
   d. Compression Test Specimen: ASTM C 31; one set of four standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.

C. Compressive-Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yd. plus additional sets for each 50 cu. yd. more than the first 25 cu. yd. of each concrete class placed in any one day, or for each 5000 sq ft of surface are placed; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.

1. Any additional cylinder required by the Contractor for early strength gain tests for form stripping or post-tensioning are Contractor's responsibility and shall be paid for by Contractor.
2. When frequency of testing will provide fewer than five strength tests for a given class of concrete, conduct testing from at least five randomly selected batches or from each batch if fewer than five are used.
3. When total quantity of a given class of concrete is less than 50 cu. yd., Owner may waive strength testing if adequate evidence of satisfactory strength is provided.
4. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective

procedures for protecting and curing the in-place concrete.

5. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test result falls below specified compressive strength by more than 500 psi.
6. Test results will be reported in writing to Owner, Structural Engineer, ready- mix producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.
7. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
8. Additional Tests: The testing agency will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Owner. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

END OF SECTION

SECTION 07 9200
JOINT SEALANTS

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Section includes elastomeric joint sealants & acrylic sealant.

1.02 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.03 DELIVERY, STORAGE, & HANDLING

A. Store products in original, unopened containers in clean, dry area away from heat and direct sunlight.

1.04 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions.

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.05 WARRANTY

A. Provide manufacturer's 10-year material warranty.

B. Include coverage for replacement of sealant materials which fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure, provided sealant has been installed per manufacturer's recommendations.

C. Warranty Exclusions: Failure resulting from concrete shrinkage, excessive movement structural cracks or defects, faulty construction, faulty design, faulty materials (other than joint sealants), improper installation, misuse of structure, settlement, or accident, fire, or other casualty or physical damage.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Elastomeric Sealants (Exterior applications):

1. Adjacent to EIFS: A premium, high-performance, very low-modulus, high-movement, non-sag, fast-curing, designed to adhere to low energy surfaces, one-component silyl-terminated polyether hybrid sealant. Tint base. Color to match adjacent material or as approved by Architect.
   a. Master Builders Solutions US, LLC- MasterSeal NP 150
   b. Tremco Spectrem 1
   c. Pecora 890 FTS
2. Other exterior applications: A premium, high-performance, low-modulus, high-movement, non-sag, fast-curing, ready-to-use, one-component silyl-terminated polyurethane hybrid sealant. Tint base. Color to match adjacent material or as approved by Architect.
   a. Master Builders Solutions US, LLC MasterSeal NP 100
   b. Tremco Dymonic 100
   c. Pecora 864 NST

2.02 PERFORMANCE REQUIREMENTS

A. Elastomeric Sealants (Exterior applications).

1. Adjacent to EIFS:
   a. Compliances:
      i. ASTM C920, Type S, Grade NS, Class 50, Use NT, M, A, and O, capable of +100/-50 in normal field conditions.
      ii. ASTM C 1382 for use with EIFS wall systems at 100% extension.
   b. Service Temperature Range: Minus 40 to 180 degrees F (minus 40 to 82 degrees C).
   c. Shrinkage: None
   d. Movement Capability, ASTM C719: Plus or minus 50 percent.
   e. Extension, ASTM C 1382: 100%
   f. 100% Modulus, ASTM C 412: 35 psi.
   g. Tensile Strength, ASTM D412: 140-180 psi.
   h. Tear Strength, ASTM D1004: 40 pli.
   i. Ultimate Elongation at Break, ASTM D412: 800-1000 percent.
   j. Rheological, ASTM C639, sag in vertical displacement, 120 degrees F (49 degrees C): No sag.

k. Extrudability, ASTM C 1183: 2-3 sec.

l. Hardness, ASTM C661, Shore A: 17.

m. Weight Loss, ASTM C 1246, after heat aging: less than 10 percent.

n. Tack-Free Time, ASTM C 1246: 90 minutes.

o. Stain and Color Change, ASTM C 510: Passes, no visible stain.

p. Bond Durability, ASTM C719, on aluminum and concrete: Passes, plus or minus 50 percent movement.

q. Adhesion in Peel, ASTM C794: Aluminum: 35 pli, Concrete: 36 pli.

r. Artificial Weathering, ASTM G155, Xenon arc, 2,000 hours: No Cracking.

s. VOC Content: When mixed, 28 g/L, less water and exempt solvents.

t. Design Requirements: (Design number of joints and joint widths for maximum of plus or minus 50 percent movement).

i. Depth of sealant to be 1/2 width of joint.

1. Maximum Depth: 1/2 inch.

2. Minimum Depth: 1/4 inch.

3. Maximum Recommended Width: 1-1/2 inches.

2. Other exterior applications:

a. Compliances:

i. ASTM C920, Type S, Grade NS, Class 50, Use NT, T, M, A, and O excluding glass.

ii. ASTM C 1382 for use with EIFS wall systems at 100% extension.

b. Service Temperature Range: Minus 40 to 180 degrees F (minus 40 to 82 degrees C).

c. Shrinkage: None.

d. Movement Capability, ASTM C719: Plus or minus 50 percent.

e. 100% Modulus, ASTM C 412: 25-50 psi.

f. Tensile Strength, ASTM D412: 160-200 psi.

g. Tear Strength, ASTM D1004: 22 pli.

h. Ultimate Elongation at Break, ASTM D412: 700-900 percent.

i. Rheological, ASTM C639, sag in vertical displacement, 120 degrees F (49 degrees C): No sag.

j. Extension Rate, ASTM C1183: 48.10 mL/min.

k. Hardness, ASTM C661, Shore A: 17-23.

l. Weight Loss, ASTM 792, after heat aging: less than or equal to 1 percent.

m. Tack-Free Time, ASTM C679: Passes 3-5 hours.

n. Tack-Free Time By Touch: Pass 50-70 hours.

o. Stain and Color Change, ASTM C510: Passes, no visible stain.

p. Bond Durability, ASTM C719, on glass, aluminum, and concrete: Passes, plus or minus 50 percent movement.

q. Adhesion in Peel, ASTM C794:

i. Aluminum: 20.32 pli.

ii. Glass: 21.33 pli.

iii. Concrete: 16.21 pli

r. Adhesion in Peel, after UV radiation through glass, ASTM C794: 33 pli

s. Artificial Weathering, ASTM G155, Xenon arc, 2,000 hours: No Cracking.

t. VOC Content:

i. MasterSeal NP 100: 29 g/L, less water and exempt solvents.

ii. MasterSeal NP 100 Tint Base: 29 g/L, less water and exempt solvents.

u. Design Requirements: (Design number of joints and joint widths for maximum of plus or minus 50 percent movement).

i. Depth of sealant to be 1/2 width of joint.

1. Maximum Depth: 1/2 inch.

2. Minimum Depth: 1/4 inch.

3. Maximum Recommended Width: 1-1/2 inches.

2.03 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

D. Backerrods: ASTM C1330, Type C (closed-cell material with a surface skin), as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance or as noted on the drawings.

PART 3 – EXECUTION

1.01 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

1.02 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    a. Concrete.
    b. Masonry.
    c. Exterior insulation and finish systems.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    a. Metal.
    b. Glass.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

1.03 INSTALLATION

A. Backup Material:

1. Install appropriate size backer rod, larger than joint per manufacturer's recommendations, and in manner to provide concave sealant profile.
2. Where joint depth does not permit installation of backer rod, install adhesive-backed polyethylene bond-breaker tape along entire back of joint to prevent 3-sided adhesion of joint sealant.

B. Sealant:

1. Apply sealant in accordance with manufacturer's instructions.
2. Verify that temperature and moisture conditions are within manufacturer's acceptable limits.
3. Completely fill joint with sealant, filling from bottom up to avoid entrapping air.
4. Using clean, dry tool with rounded edge, and of appropriate width for each joint, tool freshly installed sealant to provide preferred concave profile, to ensure intimate contact between sealant and substrate, and to provide neat appearance. Where surface aggregate does not permit proper tooling, install sealant and backer rod so that face of joint is recessed behind exposed aggregate, and sealant is bonded to firm, even surface.
5. Use dry tooling method. Do not use tooling agents such as soapy water or solvents that have not been approved by sealant manufacturer.

C. Curing Time:

1. Elastomeric Sealant:
   a. Curing of joint sealants varies with temperature and humidity. The following times assume 75 degrees F, 50 percent relative humidity, and joints 1/2 inch wide by 1/4 inch.
      i. Skins: Within one hour.
      ii. Functional: Within three days.
      iii. Full Cure: Approximately one week.

1.04 INSPECTION

A. During execution of work, inspect work to ensure compliance with manufacturer's guidelines, these specifications when they exceed manufacturer's guidelines, the drawings, and good construction practice.

1. Refer to latest revision of ASTM C1521 for test methods and frequency.

2. Allow inspections of work and assist in testing requested by manufacturer's representative and architect/engineer.

B. Non-Compliant Work: If inspections reveal non-compliant work that was not installed per specifications, and/or manufacturer requirements, remove adjacent work until a location is reached where installation was performed properly. Assist in checking remainder of work.

1.05 CLEANING

A. Remove uncured sealant and joint filler with xylene, toluene, MEK, or other sealant manufacturer approved solvent.

B. Remove cured sealant by cutting with sharp-edged tool.

C. Remove thin films by abrading.

D. Remove debris related to application of sealants from project site per applicable regulations for hazardous waste disposal.

1.06 PROTECTION

A. Protect work from contaminating substances and damage resulting from other construction operations or other causes so that sealed joints are without deterioration or damage at time of project completion.

END OF SECTION

SECTION 099113
EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Primers.
2. Finish coatings.
3. Sealers and paints.

B. Related Requirements:

1. Section 09 96 00 "High-Performance Coatings" for tilelike coatings.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include preparation requirements and application instructions.
2. Indicate VOC content.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint Products: **5** percent, but not less than **1 gal.** of each material and color applied.

1.5 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Owner will select one surface to represent surfaces and conditions for application of each paint system.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
b. Other Items: Owner will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Owner at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations in writing.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. The Sherwin Williams Company (Basis of Design)

B. BLP Mobile Paint, Theodore, AL

C. Source Limitations: Obtain each paint product from single source from single manufacturer.

2.2 PAINT PRODUCTS, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by topcoat manufacturer for use in paint system and on substrate indicated.

B. Colors: As selected by Owner from manufacturer's full range of color.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Concrete: 12 percent.
2. Fiber-Cement Board: 12 percent.
3. Masonry (Clay and Concrete Masonry Units): 12 percent.
4. Wood: 15 percent.
5. Portland Cement Plaster: 12 percent.
6. Gypsum Board: 12 percent.

C. Portland Cement Plaster Substrates: Verify that plaster is fully cured.

D. Verify suitability of substrates, including surface conditions and compatibility, with finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems specified in this Section.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

3.3 INSTALLATION

A. Apply paints in accordance with manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
4. Primers may be omitted on items that are factory primed or factory finished if compatible with intermediate and topcoat coatings and acceptable to intermediate and topcoat paint manufacturers.

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written instructions, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written instructions.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
   1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
   2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
   3. Allow empty paint cans to dry before disposal.
   4. Collect waste paint by type and deliver to recycling or collection facility.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Owner, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

   1. Latex System

      a. Prime Coat: S-W Loxon Concrete & Masonry Primer, LX2W50
      b. Intermediate Coat: Matching topcoat.
      c. Topcoat: S-W Superpaint Exterior Latex, Flat (A80 Series) or Satin (A89 Series) or Gloss (A84 Series)

   2. Self-Cleaning Acrylic System

      a. Prime Coat: S-W Loxon Concrete & Masonry Primer, LX2W50
      b. Intermediate Coat: Matching topcoat.
      c. Topcoat: S-W Loxon Self-Cleaning Acrylic, Flat (LX13 Series) or Satin (LX14 Series)

B. Concrete Substrates, Traffic Surfaces:

1. Acrylic Floor Paint System

a. Prime Coat: Matching topcoat.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W Armorseal Tread-Plex Waterbased Acrylic Floor Coating, B90 Series)

2. Solvent-Based Pigmented Sealer System
a. Prime Coat: Matching topcoat.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W H&C Colortop Solvent Based Solid Color Concrete Sealer.

C. Concrete Masonry Unit Substrates:

1. Light Industrial Acrylic System:

a. Prime Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W Pro Industrial Acrylic Coating, EgShel B66-660, or Semi Gloss B66-650, or Gloss B66-600

2. High-Build Acrylic Waterproofing System: Dry film thickness of not less than 10 mils (0.25 mm).

a. Prime Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150
b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
c. Topcoat: S-W Loxon XP Waterproofing Masonry Coating, Flat (LX11 Series) or Satin (LX21 Series)

D. Portland Cement Plaster Substrates:

1. Latex System

a. Prime Coat: S-W Loxon Concrete and Masonry Coating, LX2W50
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W Superpaint Exterior Latex, Flat (A80 Series) or Satin (A89 Series) or Gloss (A84 Series)

2. High-Build Acrylic Waterproofing System: Dry film thickness of not less than 10 mils.

a. Prime Coat: S-W Loxon Concrete and Masonry Coating, LX2W50Intermediate Coat: Matching topcoat.
b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
c. Topcoat: S-W Loxon XP Waterproofing Masonry Coating, Flat (LX11 Series) or Satin (LX21 Series)

3. Water-Based, Light Industrial Coating System

   a. Prime Coat: S-W Loxon Concrete and Masonry Coating, LX2W50
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: S-W Pro Industrial Acrylic Coating, EgShel B66-660, or Semi Gloss B66-650, or Gloss B66-600

END OF SECTION

SECTION 09 96 00
HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of high-performance coating systems on the following substrates:

1. Exterior Substrates:

   a. Concrete
   b. Concrete masonry units (CMU).
   c. Stucco surfaces.

B. Related Requirements:

1. Section 01 35 16 "Alteration Project Procedures" for general remodeling, renovation, repair and maintenance requirements.
2. Section 04 01 10 "Masonry Cleaning" for cleaning existing unit masonry surfaces.
3. Section 09 91 13 "Exterior Painting" for special-use coatings and general field painting.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.

1. Indicate VOC content

B. Product List: For each product indicated, include the following:

1. VOC content.

1.4 CLOSEOUT SUBMITTALS

A. Coating Maintenance Manual: Provide coating maintenance manual including area

summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run,] that match products installed and
that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 1 gal. of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacture's label with the following information:

1. Product name and type (description).
2. Batch date.
3. Color number.
4. VOC content.
5. Environmental handling requirements.
6. Surface preparation requirements.
7. Application instructions.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 50 and 95 deg F.

B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

C. Do not apply exterior coatings in snow, rain, fog, or mist.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

PART 2 - PRODUCTS

1.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin- Williams Company (The); products indicated or equal.

1. Sherwin Williams ArmorSeal 8100 Water Based Epoxy Floor Coating, or approved substitution prior to bidding

B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 01 60 00 "Product Requirements," and the following:

1. Products are approved by manufacturer in writing for application specified.
2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.
3. Source Limitations: Obtain paint materials from single source from single listed manufacturer. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

1.2 HIGH-PERFORMANCE COATINGS, GENERAL

A. Material Compatibility:

1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a coating system, provide products recommended in writing by manufacturers of topcoat for use in coating system and on substrate indicated.
3. Provide products of same manufacturer for each coat in a coating system.

B. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall comply with VOC content limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC content limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Primers, Sealers, and Undercoaters: 200 g/L.
4. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
5. Floor Coatings: 100 g/L.
6. Shellacs, Clear: 730 g/L.
7. Shellacs, Pigmented: 550 g/L.

C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Service's "Standard Practice for the Testing of Volatile Organic Chemical Emissions from Various Sources Using Small Scale Environmental Chambers."

D. Colors: As selected by Architect from manufacturer's full range of standard and custom colors. Maximum of (3) three colors shall be selected.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.

1. Report in writing conditions that may affect application, appearance, or performance of paint.

B. Substrate Conditions:

1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

   a. Concrete: 12 percent.

2. Plaster Substrates: Verify that plaster is fully cured.

C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. ***Note: After demolition phase work, where existing plumbing or other items have been removed from existing surfaces to be re-finished, infill, patch, and repair any openings to match existing adjacent construction prior to prep & re-finishing work.***

C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

D. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.

E. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.

1. Clean surfaces with pressurized water. Use pressure range of 1500 to 4000 psi at 6 to 12 inches.
2. Abrasive blast clean surfaces to comply with SSPC-SP 7/NACE No. 4, "Brush-Off Blast Cleaning."

3.3 APPLICATION

A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

1. Use applicators and techniques suited for coating and substrate indicated.
2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not apply coatings over labels of independent testing agencies or equipment

name, identification, performance rating, or nomenclature plates.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.

1. Contractor shall touch up and restore coated surfaces damaged by testing.
2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

END OF SECTION

SECTION 131108.03
EPOXY ADHESIVES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. GENERAL:

1. The work includes furnishing all labor, materials, equipment, supervision, regulatory documentation, permits and services necessary to perform the requirements of this section
2. The contractor will inspect to ensure that all surfaces are prepared for the work included under this section.

B. PRODUCTS:

1. Epoxy adhesives
2. Epoxy crack repairs

C. COORDINATION:

1. All adhesive and crack repair materials used as a finished surface shall be color coordinated to adjacent surfaces

D. QUALITY

1. Material used shall be labeled for the application

1.2 BASIS FOR MATERIAL SELECTION

A. PRODUCTS: The products listed in Part 2 have been selected as a basis of design to ensure compatibility of materials. Equal products provided by a single manufacturer are acceptable upon pre-approval before bidding.

B. MANUFACTURER
450 East Copans Rd
Pompano Beach Fl, 33064
800.892.1880
Fax 800.362.3320
http://www.atcepoxy.com/

C. DATA: The manufacturer requires that all data sheets remain intact. These sheets are found attached at the end of this section.

1.3 WARRANTY

A. Manufacturers' warrantee shall apply

PART 2 - PRODUCTS

2.1 EPOXY ADHESIVE

A. AVAILABLE PRODUCTS:

1. UltraBond 4CC by Adhesive Technologies Corp. or equal

B. APPLICATION:

1. Anchoring inserts
2. Doweling of rebar

2.2 BONDING CONCRETE TO CONCRETE

A. AVAILABLE PRODUCTS:

1. Ultrabond 2000 for fast set applications by Adhesive Technologies Corp. or equal
2. Ultrabond 5100 for slow set damp applications by Adhesive Technologies Corp. or equal
3. Ultrabond 5000 for slow set applications by Adhesive Technologies Corp. or equal

B. APPLICATION:

1. Handicap accessible steps to existing concrete walls, bottom and adjacent steps

A. Available Products:

1. Crackbond SLV302 by Adhesive Technologies Corp. or equal

2.4 SMALL CRACK REPAIRS

A. Available Products:

1. Crackbond LR321 by Adhesive Technologies Corp. or equal
2. Cracks ranging from 1/8" to ¼" size

2.5 LARGER CRACK REPAIRS

A. Available Products:

1. Ultrabond 5100 for slow set damp applications by Adhesive Technologies Corp. or equal

2. Cracks larger than 1/4"

2.6 **CONCRETE VOID REPAIR**

A. Epoxy injection
B. Basis for design

1. Sikadur 52	Epoxy injection material
2. Sika 31 Hi Mod	Epoxy paste for injection ports and cracks between ports
3. Sida Fix HH	Urethane Injection for water seal

PART 3 - EXECUTION

3.1 **See manufacturer's information**

END OF SECTION

SECTION 13 11 09.07
POOL SURFACE PREPARATION

PART 1 - GENERAL

1.1 GENERAL:

A. This Contractor is referred to the General and Special Conditions of the Contract which shall form a part and be included in this section of the specification and shall be binding on this Contractor.

B. It is the intention of these specifications and drawings to call for finished work, tested and ready for the addition of a new surface. Whenever the work "provide" is used, it shall mean "furnish and install complete and ready for use".

C. The work includes furnishing all labor, materials, equipment, supervision, regulatory documentation, permits and services necessary to remove the existing surface and repair/prepare the substrate to receive the new coating material.

D. Requirements for handling and disposal of demolished material shall be shown elsewhere.

E. The pool consultant and the new coating manufacturer's technical representative will inspect the surface preparation work

F. The contractor will perform the draining, filling and balancing of the pool water to a Saturation Index between +0.2 and -0.2

G. The Contractor shall coordinate the work with the owner and other contractors affected by the work

H. Minor details not usually shown or specified, but necessary for the proper execution shall be included in the work, the same as if herein specified or shown.

I. Some items of equipment are specified in the singular; however, the Contractor shall provide and install the number of items or equipment as indicated on the drawings, and as required for complete systems.

1.2 SECTION INCLUDES:

A. Surface Preparation of

1. Existing specialty deck coatings
2. Existing painted surfaces

3. Existing epoxy coatings
4. Existing plaster coatings
5. Existing specialty plaster coatings
6. Existing concrete surfaces
7. New concrete surfaces

1.3 REFERENCED SECTIONS:

A. Section 131105 Structural Demolition

1.4 WARRANTY

A. Warranty for bonding of all materials to the existing substrate shall be 5 years from acceptance by the owner.

B. Warranty that the new surface will remain intact along adjacent surface components for 5 years from acceptance by the owner.

PART 2 - PRODUCTS

2.1 NOT REQUIRED

PART 3 - EXECUTION

3.1 EQUIPMENT

A. Equipment used for the procedure selected shall be
   1. Compatible with all job site regulatory and safety standards.
   2. Compatible with all existing utility requirements.

3.2 METHODS

A. DETERGENT SCRUBBING

   1. CHEMICAL
      a. Alkaline detergent solution as required to remove oil, grease, buildup and loose dirt

   2. Equipment
      a. Machine surface scrubbing equipment
      b. Cleaning hand tools
      c. Surface rinsing equipment
      d. Equipment for the removal of spent materials and debris
      e. Personal safety equipment

B. ACID ETCHING

1. CHEMICAL
    a. Hydrochloric acid

2. EQUIPMENT
    a. Machine surface scrubbing equipment
    b. Cleaning hand tools
    c. Surface rinsing equipment
    d. Equipment for the removal of spent materials and debris
    e. Personal safety equipment

C. MECHANICAL SCARIFICATION

1. Shot blasting
    a. Materials available includes steel, glass, sand or organic materials
    b. Wheel blast technology shall be considered
    c. Post shot blast clean up
2. Submit for review

D. WATER JETTING

1. High pressure range up to 5,000 psi
2. Ultra high pressure from 5,000 psi to 40,000 psi

3.3 EXAMINATION

A. Determine the manufacturer's surface profile (Concrete Surface Profile CPS value) required for the new coating
B. Determine the contaminants to be removed
C. Determine the condition of the substrate
D. Select the means and materials for the removal of the contaminants
E. Select the means and materials for the removal of non-durable concrete
F. Select the materials for the post removal substrate repair as needed
G. Determine the residual materials used for surface preparation

3.4 DISPOSAL

A. Determine the materials being use for the removal of the surface material
B. Determine the residual materials used for surface preparation
C. Determine the method of disposal

3.5 SUBMITTAL

A. Submit for review findings and selection of the processes in 3.1, 3.2 and 3.3 above

3.6 TESTING

A. Review relevant specification sections and drawings
B. Surface pH test
   1. Wet surface with distilled water
   2. Test the wet surface with pH paper
   3. If pH is 10 or lower additional surface preparation will be required
   4. If the contaminants cannot be removed then submit details for an oil tolerant epoxy system.
C. MOISTURE VAPOR TRANSMISSION
   1. ASTM-F-1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
   2. ASTM-F-2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes.
   3. ASTM-D-4263 Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method. This test is only an indication and should not be used to determine moisture migration.
D. SURFACE PROFILE
   1. Surface CSP value required after consulting with the manufacturer of the finished surface to be applied
   2. Surface CSP value test as required by the manufacturer of the finished surface material

3.7 RELATED ASTM STANDARDS FOR SURFACE PREPARATION

A. ASTM-D-4258 Standard Practice for Surface Cleaning Concrete for Coating
B. ASTM-D-4259 Standard Practice for Abrading Concrete
C. ASTM-D-4260 Standard Practice for Acid Etching Concrete
D. ASTM-D-4261 Standard Practice for Surface Cleaning Concrete Unit Masonry for Coating
E. ASTM-D-4262 Standard Test Method for Ph of Chemically Cleaned or Etched Concrete Surfaces
F. ASTM-C-811 Standard Practice for Surface Preparation of Concrete for Application of Chemical Resistant Resin Monolithic Surfacing
G. ASTM-E-1575- 18 Standard Practice for Pressure Water Cleaning and Cutting

3.8 POOL STRUCTURAL REPAIR:

A. STANDARDS

   1. ICRI 03730 Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion
   2. ICRI 03730 Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings and Polymer Overlays.
   3. ACI 546R-04 Concrete Repair Guide

B. SUBSTRATE PREPARATION PER MATERIAL MANUFACTURER'S GUIDELINES

C. REINFORCING MATERIAL

1. Exposed reinforcing steel is to be mechanically cleaned of all rust and other contaminants in accordance with ICRI 03732.
2. Prime the steel with ARDEX Bonding and Anti-Corrosion Agent or equal product provided or recommended by the finished coating manufacturer
3. Dormant cracks and joints greater than 1/16" shall be filled with a joint-filler as provided by the finished coating manufacturer.

3.9 DETERGENT SCRUBBING

A. PURPOSE: Surface preparation for acid etching, application of sealers, surface hardeners or adhesive bonding.

B. LIMITATION of WORK: Limited to the removal of water soluble or detergent-emulsifiable contaminants such as loose debris, superficial removal of oil, grease, organic or inorganic residues, some acrylic, wax, or rubber membranes, rust, and other oxidation deposits from concrete surfaces. Absorbed fluids such as oils and grease may require several treatments to achieve acceptable results. Holes and open pores at the surface may be scrubbed to a depth of 6 to 10 mils.

C. PROFILE

1. Per ICRI CSP 1-10 provide a clean surface devoid of oil, grease, buildup and loose debris without altering the surface texture or appearance.
2. If etching is required by the coating manufacturer then the surface shall be cleaned to allow for the chemical etching process

D. MECHANICAL SCRUBBING

1. Machine scrubbing on open or confined horizontal and/or vertical surfaces
2. Equipment example
   a. For vertical surfaces Karcher International Model BD 175C with brush stiffness needed for cleaning the surface
   b. For horizontal surface use automatic scrubbing machine or single disc machine
   c. Equal equipment acceptable.

E. RINSE

1. Low pressure (less than 5,000 psi) shall be used to rinse the cleaning chemical, sludge and loose debris from all surfaces.
2. The process shall not produce any measureable removal of sound concrete surface

F. STANDARDS

1. Visual inspection shall show no dirt, oil, grease or debris
2. The prepared surface shall be free of bond-inhibiting barriers
3. The prepared surface shall able to accepted the proposed coating application
4. Gloss meter or slip tester/traction recorder. See Section 13 11 04
5. A test area shall be hand scrubbed using the same chemical solution. Recovered solution shall be clear

G. SUBMITTAL

1. Coating manufacturer's instructions for preparation of the surface type to receive the coating

    a. MSDS Sheets for the chemical cleaner(s) to be used
    b. List of equipment to be used
    c. Process of using the cleaner(s) and equipment

2. ENVIRONMENTAL

    a. Containment, disposal and/or special handling of cleaning materials, sludge and debris
    b. See Section 13 11 05

3. SAFETY

    a. Submit OSHA required personal protective equipment per MSDS sheets
    b. Submit emergency plan for evacuation of the work space and adjacent spaces

3.10 ACID ETCHING

A. PURPOSE: Remove cement from the surface and pores of the concrete exposing the fine aggregate of the concrete to allow for the application of sealers or thin-film epoxy, urethane, acrylic and alkyd coatings. Typical depth of removal shall be 4 to 10 mils

B. EXAMINATION: Ensure that the concrete aggregate shall not be affected by the acid solution

C. LIMITATION of WORK:

1. Limited to the removal of cement materials at the surface of the concrete and dislodging slight traces of oils, grease or dirt remaining after the final rinse of a detergent scrubbing.
2. Concrete shall be greater than six weeks (completely cured).
3. Shall not be used on metallic hardened surfaces

D. CHEMICAL

4. Hydrochloric acid
5. Control solution strength and volume to limit the depth of the chemical attack to not greater than 10 mils

E. PROFILE

1. Per ICRI CSP 1- 3

   a. Provide a clean, dull even appearance surface with no noticeable patterns
   b. Texture similar to 120 grit sandpaper
   c. Devoid of oil, grease, buildup and loose debris

F. PROTECTION

1. Review the MSDS sheet for hydrochloric acid
2. Make provisions to protect all other surfaces from fumes and direct contact with the hydrochloric acid
3. Interior applications require special preparation for air handling systems, other mechanical, plumbing and building components
4. Store the acid separate from the cleaning solution chemical(s)
5. Exhaust of fumes shall require safety provisions

G. TYPICAL PROCESS

1. Thoroughly wet the concrete surface ensuring that no standing water remains
2. Apply the mixed solution uniformly over the surface at an approximate rate of 100 ft^2 per gallon
3. Agitate the acid solution with stiff bristle brush or power brush for 5 to 10 minutes not allowing the surface to dry
4. Rinse with clean water at building water pressure or use a pressure washer not to exceed 1,000 psi
5. Vacuum residue
6. Scrub with an alkaline detergent and vacuum residue to remove the etching debris
7. Rinse with clean water at building water pressure or use a pressure washer not to exceed 1,000 psi
8. Vacuum residue
9. Allow the surface to dry.

H. STANDARDS

1. Compare all observations to the coating manufacturer's requirements.
2. Visual inspection shall show a fine grained surface profile with no white residue, dirt or debris
3. Check the surface using a moisture meter
4. Check the surface pH

5. The surface shall be free of bond-inhibiting barriers and debris
6. The prepared surface shall able to accepted the proposed coating application

I. SUBMITTAL

1. Coating manufacturer's instructions for preparation of the surface type to receive the coating

   a. MSDS Sheets for the acid to be used
   b. List of equipment to be used
   c. Process of using the etching acid and equipment

2. Environmental

   a. Containment, disposal and/or special handling of cleaning materials, sludge and debris
   b. See Section 13 11 05

3. Safety

   a. Submit OSHA required personal protective equipment per MSDS sheets
   b. Submit emergency plan for evacuation of the workspace and adjacent spaces.

END OF SECTION

SECTION 131110.01
POOL SIGNAGE

NOTE: REPLACE SIGNAGE AROUND THE POOL FOR WATER DEPTH.

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. GENERAL:
1. The work includes furnishing all labor, materials, equipment, supervision, regulatory documentation, permits and services necessary to perform the requirements of this section
2. The contractor will inspect to ensure that all surfaces are prepared for the work included under this section.
3. Signage shall comply with all requirements of all authorities having jurisdiction

B. PRODUCTS:

1. Pool Signs
2. Pool Safety Equipment

C. COORDINATION:
1. Mounting surface has been prepared

D. QUALITY
1. Specified materials selected shall meet the operational requirements for the pool

1.2 WARRANTY

A. Manufacturers' warranty shall apply

PART 2 - PRODUCTS

2.1 SIGNAGE FOR POOLS, SPAS and SPECIALTY POOLS

A. Materials of fabrication for all signs
1. Surface-mount sign black print on a white substrate
2. Suitable for indoor or outdoor applications
3. Ambient temperature range from -40° F to 180° F.
4. UV - stable ink
5. Enamel-coated aluminum
6. UV, chemical, abrasion and moisture resistant
7. Aluminum signs have 0.20 in mounting holes in each corner
8. Mounting anchor and hardware shall be stainless steel.

B. Materials for Signs and Mounting Signs
1. Non-corrosive.

2. Meets or exceeds all jurisdictional rules
   a. Letter/number height and font
   b. Contrasting letters/numbers to a light background
3. Aesthetically acceptable to the owner

C. A "Pool Rules" sign
1. Minimum of 1" letter/number text height.
2. Black ink with white background
3. Block font, no underlines, all capital letters
4. Sign shall be posted at each access point of the pool area
5. Sign must include the following items.
   a. Swimming is permitted only while lifeguards are present and on duty.
   b. Children under 10 years of age must be accompanied by an adult 18 years of age or over.
   c. All children who are not toilet-trained must have a swim diaper and a bathing suit and/or plastic pants.
   d. Running, rough play, horseplay, dunking, and/or throwing children is not allowed. Inappropriate language will not be tolerated.
   e. Excessive breath-holding and breath-holding games are prohibited.
   f. Before entering the pool, patrons must shower with soap and rinse.
   g. Glass containers, food, drinks, gum, animals, tobacco products, alcohol, drugs, and firearms are prohibited from MPRD pool decks and locker rooms.
   h. Children less than 4 ft. tall must be accompanied by a parent, guardian, or instructor IN THE WATER unless the swimmer has demonstrated he/she could pass a deep end test each time the child attends the pool.
   i. Persons with rashes, open wounds or sores are not allowed in the water.
   j. Appropriate swim attire is required: lined swimsuits and trunks only. (No jeans or cut-offs.)
   k. No climbing, hanging, or tampering with lane lines, lifeguard, or facility equipment.
   l. Only one person is on a ladder at a time.
   m. Lifeguards must approve all toys and flotation devices – SCUBA and other large equipment are prohibited.
   n. Diving is only allowed in designated areas. Flips, twists, and backward jumps are not allowed.
   o. MPRD is not responsible for any lost or stolen items.
   p. Lightning Policy – The pool will require immediate closure of all pools in the event that lightning or thunder is present in or around the area. The pools will remain closed until 30 minutes past the last visible lightning strike or episode of thunder. 4 minutes reset if additional lightning or thunder is seen or heard.
   q. The lifeguard is the authority in the pool and locker rooms. Failure to comply with the rules may result in dismissal from the pool and locker room areas.
   r. Jewelry should not be worn in the pool.
6. Final configuration of the signage to meet all requirements for the local authority having jurisdiction (typically the health department).

D. Provide "CHILDREN SHOULD NOT USE THE SWIMMING POOL WITHOUT ADULT SUPERVISION" signs
   1. Minimum of 4" letter/number text height.
   2. Black ink with white background
   3. Block font, no underlines, all capital letters
   4. Sign shall be posted at each access point of the pool area

E. Provide one "EMERGENCY TELEPHONE" information sign
   1. Minimum of 4" letter/number height
   2. Black ink with white background
   3. Block font, no underlines, all capital letters
   4. Sign shall be posted adjacent to the emergency telephone
   5. Sign information includes
      a. Dialing instructions for 911
      b. Telephone number for the location of the pool
      c. Complete address for the location of the pool

F. Provide "POOL CLOSED" sign(s)
   1. Minimum of 4" letter/number height
   2. Black ink with white background
   3. Block font, no underlines, all capital letters
   4. One sign for each entrance to the pool area.
   5. Provisions to be made for temporary mounting each sign. Materials used for mounting shall be non corrosive
   6. Placement to be visible from outside of the natatorium or pool fence

PART 3 - EXECUTION

3.1 Confirm all mounting surfaces conditions to receive the signage mounting.

3.2 Clean up all mounting debris. Repair mounting surfaces as required using the same finish materials original used.

CAPITAL CONTRACT SUMMARY SHEET

c#5677

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Gina Gregory, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Improving the life of the pool by replacing the plaster and tiles, replacing any mechanical equipment if needed and adding seating and shade for pool users.

Amount of Contract:
$283,875.00

Funding Source
PR-004-26

ATTACHMENTS:
1. Resolution
2. Hillsdale-pool-k-PR-4-26

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 Mayor and City Clerk be, and they hereby are, authorized and directed o 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:	Alabama Poolworks LLC
Project Name:	CIP Hillsdale Park – Pool Repair & IMP
Project Number:	PR-004-26
Amount:	$283,875.00

Adopted:

_____

City Clerk

CONTRACT ROUTING CHECKLIST

DATE OF SUBMITTAL: 02/03/2026 CIVICCLERK or ADOBE

DATE OF ROUTING: ROUTING TYPE: Civic

PROJECT MANAGER: ROGER WASHINGTON Office Assistant I

PROJECT NAME:	HILLSDALE PARK & COMMUNITY CENTER - POOL REPAIRS AND IMPROVEMENTS	✔	✔
PROJECT LOCATION:	558 FELHORN RD E	✔	✔
PROJECT #:	PR-004-26	✔	✔
VENDOR NAME:	ALABAMA POOLWORKS, LLC	✔	✔
MUNIS VENDOR #:	290766		✔
CONTRACT AMOUNT:	$ 283,827.00 **RETAINAGE HELD?** Y or N Y	✔	✔
CIP-FUNDED:	**YES:** ✔ **NO:**	✔	✔
FUNDING ACCOUNT #:	F535-002		✔
WAS AVAILABLE BALANCE VERIFIED:			✔

RESOLUTION		
CAPITAL CONTRACT SUMMARY SHEET		✔
CONTRACT WITH VENDOR SIGNATURE	✔	✔
CONTRACT WITH NOTARY (ALL CONTRACTS OVER $15K)	✔	✔
SCOPE OF WORK EXHIBIT	✔	✔
BID / QUOTE FORM		✔
BONDS (CONSTRUCTION CONTRACTS OVER $50K)		✔
SUBCONTRACTING & MAJOR SUPPLIER PLAN and/or DBE WAIVER		✔
SECRETARY OF STATE FORM		✔
E-VERIFY		✔
CERTIFICATE OF INSURANCE	✔	✔
OTHER DOCUMENTS AS NEEDED (i.e. B.S. GENERAL CONDITIONS)		
AGENDA ITEM SUMMARY SHEET		

CONTRACT TYPE ○ DESIGN ● CONSTRUCTION ○ SERVICE ○ OTHER:

ORIGINAL FUNDING SOURCE F535-002 **DBE WAIVER %** 100

BRIEF SCOPE OF WORK SUMMARY:

REPAIRS TO SWIMMING POOLS, ALL COMPONENTS, AND POOL DECKING.

ESTIMATED PROJECT COST (INCLUDE INFORMATION IF APPLICABLE AND AVAILABLE)

PROFESSIONAL DESIGN SERVICES			
A/E DESIGN FEE			
GEOTECHNICAL FEE			
SURVEY FEE		**TOTAL**	
CONSTRUCTION COST	$ 261,375.00		
CONTINGENCY ALLOWANCE	$ 22,500.00		
OTHER		**TOTAL**	$ 283,827.00

ESTIMATED PROJECT MILESTONES

EXECUTED CONTRACT / NTP				03/01/2026	(DATE)
DESIGN DELIVERABLES	SCHEMATIC DESIGN		(WEEKS)		(DATE)
	DESIGN DEVELOPMENT		(WEEKS)		(DATE)
	CONSTRUCTION DOCUMENTS		(WEEKS)		(DATE)
ADVERTISEMENT - BID & AWARD			(WEEKS)		(DATE)
CONSTRUCTION COMPLETION		90 Days	(WEEKS)	05/25/2026	(DATE)

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Hillsdale Pk - Pool Repair & IMP

CAPITAL PROJECT # F535-002 **DATE OF RECEIPT** _____

DEPT. PROJECT # PR-004-26

PROJECT DESCRIPTION Replastering the Pool, Mechanical Repairs and Shade Improvements

CONTRACT AMOUNT $ 283,875.00

VENDOR NAME Alabama Poolworks LLC

VENDOR NUMBER 290766

DEPT # 3030 **DEPT NAME** Real Estate Asset Management

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	NonContractual	

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: Stacey Howard Stacey Howard (Feb 4, 2026 12:59:06 CST) **Date** 2/4/2026

Revised 5/16/2022 Tiffany Hollins

STANDARD SERVICES 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:	**Alabama Poolworks LLC** **c/o Danielle Gimbel** **22347 Miflin Road** **Foley, AL 36535** **City Business License No.: 290766**
For the following Project:	**HILLSDALE PARK & COMMUNITY CENTER- Swimming Pool Repairs and Improvements** **558 Felhorn Rd E, Mobile AL 36608** **Project Number: PR-004-26**
Project Manager:	**Architectural Engineering Department** **P O Box 1827** **Mobile, Alabama 36633**

MASTER A101 AGREEMENT
STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and **ALABAMA POOLWORKS LLC**, hereinafter referred to as "Contractor."

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 **a request for bids** on December 30; 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 HILLSDALE PARK & COMMUNITY CENTER SWIMING POOL REPAIR AND 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 two hundred eighty-three thousand eight hundred seventy-five dollars and 00/100 ($283,875.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$261,375
Contingency Allowance:	$10,000.00
Third-Party Inspection Allowance:	$2,500.00
Plumbing Allowance:	$5,000.00
Electrical Allowance:	$5,000.00
Total Bid:	$283,875
Alternate: (if none available put N/A)	$NA
Total Contract Sum:	$283,875

B. Alternates (if any included in the contract sum) N/A

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. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
2. Plumbing Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for unforeseen plumbing conditions.
3. Electrical Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for unforeseen electrical conditions.
4. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
5. 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 $ 283,875.00 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 Director of Real Estate Asset Management, Carleen Stout, or successor.

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 Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, 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 Project Manager t 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager 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 Small Business 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 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 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.)

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 ALABAMA POOLWORKS, LLC has completed the contract for HILLSDALE PARK & COMMUNITY CENTER- Swimming Pool Repairs and Improvements located at 558 Felhorn Rd E, Mobile AL 36608, Project Number: PR-004-26. 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 Director of Real Estate Asset Management 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 City's 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 City and or 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 above and on any additional exhibits, 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 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 prior to or on May 1, 2026 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 Services 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. Other Exhibits:
EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE

EXHIBIT E: E-VERIFY DOCUMENTS

D. 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	AIA Document A101
f. Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 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 Form and City of Mobile Vendor Information Form
g. Section 00700	General Conditions of the Contract for Construction-Document A201

Pages 221-261 of bid package included as built drawings for various swimming pools included in bid package- those documents have been excluded from contract as they were provided for historical information and do not include specifications for current construction.

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 Substantial Completion is delayed beyond the required date of Substantial Completion shall be $250 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.

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 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.

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.

G. 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.

H. The Contractor is solely responsible for its compliance with the ADA and must defend and hold the City harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor. The Contractor's responsibilities related to ADA compliance include all ADA requirements in Summary of the Work, scope of work, and other included contract documents.

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 Carleen Stout, Director of Real Estate Asset Management.

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, REAM
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Alabama Poolworks LLC
c/o Danielle Gimbel
Contractor's Authorized Agent
22347 Miflin Rd
Foley, AL 36535

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. Joint Preparation/Review 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.

[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

By: _____

Danielle ~~Gimble~~ Gimbel D.G., as Member(owner) Alabama Poolworks LLC

Date: 1/29/26

State of Alabama }
County of Baldwin }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Danielle Gimble whose name as Member (owner) of the Alabama Poolworks 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 29th day of January, 2026

_____
Notary Public
Print Kathie Johnson
My commission expires: 5/1/29

(Seal)

KATHIE JOHNSON
My Commission Expires
May 1, 2029

CITY OF MOBILE

By:_ _____
Spiro N. Cheriogotis, 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 A

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
PROJECT NAME: Hillsdale Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT NUMBER: PR-004-26

Exhibit A: Scope of Work

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary for improvements at Hillsdale Park & Community Center, located at 558 Felhorn Rd E, Mobile, Al 36608.

Work includes, but is not limited to, the following:

- Adult Pool: A single pool with a zero-entry design with swim lanes on the deep end of the pool, incorporating spray features for recreational use.
    - Demolition & Preparation: Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare surfaces to a sound substrate using diamond grinding tools; protect spray feature mechanisms.
    - Coping & Deck Safety: Contractor shall re-caulk coping and point mortar at coping to repair joints and prevent water infiltration; re-pour deck sections around the pool deck as needed; repair trip hazards.
    - ADA Ramp & Grip Rails: Contractor shall regrade zero entry ramp; install ADA-compliant handrails. Contractor shall install supplementary grip rails.
    - Deck Safety Markers: Contractor shall replace/install slip resistant deck depth markers and install "NO DIVING" signage.
    - Pump and Filtration System Upgrade: Disconnect inground sand filter, including removal of old sand and associated piping. Install new commercial-grade sand filter to include manifolds, manifold supports, auto air relief valve, and panel gauge differential, sized per pool design flow requirements. Remove old pool pump and install new pump. Remove old feature pump and automation system; install new feature pump to include manual valves. Install auto fill system to maintain proper water levels. Reconfigure suction and return manifolds to accommodate the upgraded system. Modify CMU block wall adjacent to the storage room area only as necessary for pipe penetrations, anchoring, or system integration. Both existing pits shall be covered with industrial grating level with the finished floor. Contractor to verify or inspect sump pumps in both pits have flow control and in working order. Commission and balance new filtration system; provide updated operation and maintenance manuals.
    - Tile Work: Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles; tile all areas of zero-entry ramps out of the water with mosaic tile for enhanced grip and aesthetics,

extending into the water a minimum of 2 inches deep to ensure durability and seamless transition.
    - Skimmers and Main Drain: Contractor shall install skimmers and main drain to improve deck water management.
    - VGB Compliance: Contractor shall install VGB-certified drain covers; conduct sump test and document results.
    - Spray Features: Contractor shall inspect and repair/replace spray feature components (nozzles, valves, piping), replace or rework spray pipes.
    - Zero Entry Trench: Contractor shall install zero-entry trench.
    - Pumps and Filters: Contractor shall test and inspect pumps and filters; replace or repair as needed.
    - Skimmers: Contractor shall replace skimmers where deck repairs have been made.
    - Plastering: Contractor shall replaster pool shell.
- Contractor shall perform hydrostatic testing of main drains, skimmers, returns, and overflows; pressure test all plumbing lines (suction, return, backwash, feature lines); document pressure loss in PSI with clear pass/fail criteria; video record or photograph test setups for third-party review. All leak repairs shall be completed on a change order basis.

Exhibit B

Kidd, Figures, Dotch, Hillsdale Pool Renovation

Days 1–7 | Mobilization & Pre-Construction

- Notice to Proceed
- Submittals approved (tile, coping, plaster, equipment)
- Site setup, fencing, utility locates
- Drain pools, safety prep
- Third-party pool inspection

Days 8-20 | Demolition & Surface Prep

- Remove tile, plaster (both pools)
- Remove skimmers, main drains, fittings
- Diamond grind and prep shell
- Initial shell inspection
- Third-party pool inspection

Days 21-28 | Structural Repairs, Coping & ADA Ramp

- Shell crack and void repairs
- Replace/reset coping
- Regrade and reconstruct ADA ramp (kiddie pool)
- Set rail anchors and embeds
- Third-party pool inspection

Days 29-40 | | Equipment Installation & Electrical

- Remove old filter and pump
- Install new sand filter system
- Install new EQ series pump (7.5 HP)
- Electrical bonding, grounding, and hookups
- Third-party pool inspection

Days 41-50 | Plumbing & Mechanical Rough-In

- Install skimmers and main drains
- Install VGB sumps and covers
- Replace jets and returns
- Pressure testing
- Pump room rough-in
- Third-party pool inspection

Days 51-60| Tile Installation

- Waterline tile (both pools)

- Step tiles and ADA contrast tiles
- Swim lane tile (adult pool)
- Grout and cure
- Third-party pool inspection

Days 61-70 | Bond Coat & Plaster

- Final surface prep
- Apply BondKote
- Plaster kiddie pool & adult pool
- Initial curing procedures
- Third-party pool inspection

Days 71-75 | Deck Safety, Rails & Signage

- Install grip rails and handrails
- Install depth markers
- Install "NO DIVING" signage
- Final coping and deck interface touch-ups
- Third-party pool inspection

Days 76-84| Testing, Inspections & Punch List

- VGB sump testing & documentation
- Third-party pool inspection
- City/Health Dept. inspections
- Punch list corrections

Days 85-90 | Fill, Startup & Demobilization

- Fill pools
- Chemical startup (if included)
- Final walkthrough
- Demobilization and site cleanup

- **Note*- For every rain day we are given two Additional days**

- **Note *- We plan to start all locations at the same time to ensure we can get these pools done before season opens**

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:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization	$26,137.50	$0.00	$0.00	$0.00	$0.00		$26,137.50	$0.00
2	Demolition Phase completion	$65,343.75	$0.00	$0.00	$0.00	$0.00		$65,343.75	$0.00
3	Structural Underground Phase	$65,343.75	$0.00	$0.00	$0.00	$0.00		$65,343.75	$0.00
4	Finishes Phase	$78,412.50	$0.00	$0.00	$0.00	$0.00		$78,412.50	$0.00
5	Final Completion and Demobilizaion	$26,137.50	$0.00	$0.00	$0.00	$0.00		$26,137.50	$0.00
6	Contingency - General	$10,000.00	$0.00	$0.00	$0.00	$0.00		$10,000.00	$0.00
7	Contingency - 3rd Party Inspect.	$2,500.00	$0.00	$0.00	$0.00	$0.00		$2,500.00	$0.00
8	Contingency - Plumbing	$5,000.00	$0.00	$0.00	$0.00	$0.00		$5,000.00	$0.00
9	Contingency - Electrical	$5,000.00	$0.00	$0.00	$0.00	$0.00		$5,000.00	$0.00
10		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
11		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
	GRAND TOTALS	$283,875.00	$0.00	$0.00	$0.00	$0.00	0.00%	$283,875.00	$0.00

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

Exhibit C

Client#: 7778 ALAPO

Exhibit D

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Fetterman
Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124	PHONE (A/C, No, Ext): 334 273-7277 FAX (A/C, No): 334-273-9197 E-MAIL ADDRESS: kfetterman@hdbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wilmington Insurance Co.	999999
INSURER B : Wesco Insurance Company	25011
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alabama Pool Works, LLC
22347 Miflin Rd
Foley, AL 36535-9242

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	
A	X COMMERCIAL GENERAL LIABILITY	X	X	CPP02265	04/17/2025	04/17/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X PD Ded:250						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	BAD02266	04/17/2025	04/17/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	XLD02267	04/17/2025	04/17/2026	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WWC3775150	04/17/2025	04/17/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Equipment Floater			CPP02265	04/17/2025	04/17/2026	$25,000	

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

Project: PR-004-26 - Hillsdale Park and Community Center

City of Mobile named as Additional Insured on the General Liability and Automobile Liability policies on a Primary and Non Contributory basis as their interest may appear regarding work performed or services provided by the named insured for referenced project, where required by written contract and subject to the (See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
48 N. Sage Ave
Mobile, AL 36607

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

David J. Dennis

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DESCRIPTIONS (Continued from Page 1)

policy terms, conditions, and exclusions. Waiver of Subrogation applies to the additional insured with respect to General Liability and Auto Liability, where required by written contract and subject to the policy terms, conditions, and exclusions. Umbrella Liability is follow form over General Liability, Auto Liability and Workers Compensation. 30 day Notice of Cancellation is provided per policy terms, conditions, and exclusions.

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
City of Mobile 48 N Sage Ave, Mobile, AL 36607	All locations
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.

 © Insurance Services Office, Inc., 2018

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

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
City of Mobile 48 N Sage Ave, Mobile, AL 36607	All locations
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Bond #: 5B06142994

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Alabama Poolworks, LLC, 22347 Miflin Road, Foley, Alabama 36535, hereinafter called the Principal, and Pennsylvania National Mutual Casualty Insurance Company, Harrisburg, Pennsylvania, 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 Two Hundred Eighty-Three Thousand Eight Hundred Seventy-Five and 00/100 dollars ($283,875) 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 9th day of February, 2026 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 Hillsdale Park & Community Center, Swimming Pool Repairs and Improvements, 558 Felhorn Road, East, Mobile, Alabnama 36608, Project # PR-004-26, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearanoe 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 9th day of Febuary, 2026..

CONTRACTOR AS PRINCIPAL
Company: Alabama Poolworks
(Corporate Seal)

By: _____
(Signature)

Name and Title: Johnny Gimbel President

Company:Pennsylvania National Mutual Casualty Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: David J. Dennis, Attorney-in-Fact

Resident Agent: David J. Dennis
(Signature)
Name and Title:David J. Dennis, Atorney-in-Fact
Company Name:Harmon-Dennis-Bradsshaw, Inc.
Address: 4131 Carmichael Road,.
Montgomery, Alabama 36106
Phone and Fax:334-517-1827/Fax 334-273-9197 _

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

Bond #: SB06142284

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That the Contractor,Alabama Poolworks, LLC, 22347 Muflin Road, Foley, Alabama 36535, as Principal, and **Pennsylvania National Mutual Casualty Insurancce 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 Two Hundred Eighty-Three Thousand Eight Hundred Seventy-Five Dollars and 00/100 dollars ($283,875) 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 8th day of February, 2026 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Hillsdale Park & Community Center, Simming Pool Repairs and Improvements< 558 Felhorn Road,East, Mobile, Al;abama 36608 Project # PR-004-26 which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint David J. Dennis 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 8th day of February, 2026

CONTRACTOR AS PRINCIPAL
Company: Alabama Poolworks
(Corporate Seal)

By: _____
(Signature)

Name and Title: Johnny Gimbel President

SURETY
Company: Pennsylvania National Mutual Casualty Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title:David J. Dennis, Attorney-in-Fact

Resident Agent: David J. Dnnis
Name and Title: David J. Dennis, Attorney-in-Fact
Company Name: Harmon-Dennis-Bradshaw, Inc.
Address: 4131 Carmichael Road, Montgomery, Alabama 36106
Phone and Fax:334-517-1820 (FAX#334-273-9197)

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

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

7521

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint BARRIE H. HARMON III, DAVID J. DENNIS, AND JENNIFER HILL, ALL OF MONTGOMERY, ALABAMA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF FIVE MILLION DOLLARS - - - - - - - - - - - - - - ($5,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON MAY 31, 2035, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

> RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on May 19, 2025.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On May 19, 2025, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the Commonwealth of Pennsylvania, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2028
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on February 9th, 2026

Vice President - Surety

78-190e (Rev 10 2012)

Exhibit E

E-Verify

Company ID Number: 000-497-659

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 the Alabama Poolworks LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    a. Notice of E-Verify Participation
    b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

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 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 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 (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@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 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.

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 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
    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. 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 employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    a. Scanning and uploading the document, or
    b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

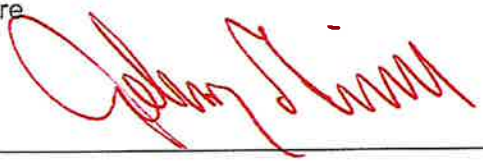
A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each

other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Johnny Gimbel	Owner
Signature	Date 1-29-2026

Department of Homeland Security – Verification Division	
Name (Please Type or Print) Johnny Gimbel	Title Owner
Signature 	Date 1-29-2026

Information Required for E-Verify Information relating to your Company:	
Company Name:	Alabama Poolworks LLC
Company Facility Address:	22347 Miflin Rd. Foley, AL. 36535
Company Alternate Address:	
County or Parish:	Baldwin
Employer Identification Number:	90-0542838
North American Industry Classification Systems Code:	
Parent Company:	
Number of Employees:	
Number of Sites Verified for:	

Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:		
State Alabama	Number of sites 4	Site(s) Dotch Community Center Figures Park Hillsdale Community Center John Kidd

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Johnny Gimbel
Telephone Number:	251.968.4242
Fax Number:	
E-mail Address:	Jrg@alabamapoolworks.com

Name:	Jeffrey Griffin
Telephone Number:	251.654.3065
Fax Number:	
E-mail Address:	Sales@alabamapoolworks.com

BID TABULATION
ARCHITECTUAL ENGINEERING DEPARTMENT

DISTRICT NUMBER: 1
Project Manager: Roger Washington
PROJECT NUMBER: PR-004-26
Consultant:

PROJECT NAME: Hillsdale Park & Community Center - Pool Repairs and Improvements

BID OPENING DATE: 01/21/2026 TIME: 14:30

LOCATION: Government Plaza Atrium

NUMBER OF ADDENDA: 3

Present:

- ☐ Carleen Stout
- ☐ Archinique Kidd
- ☐ Marilyn Bullard
- ☐ Lisa Lambert
- ☐ Lana Gauthier
- ☑ Tiereney Leverette
- ☐ Consultant
- ☒ Project Manager
- ☑ Emma Dean

Number of Bids Received: 1

Bidders	Bid Guaranty/Security	Addenda Acknowledged	SC & MS Plan	Base Bid	Contingency	Plumbing Allowance	Electrical Allowance	Third-Party Pool Inspection Allowance	Total Bid	Remarks
Alabama Pool Works	Y	N	Y		$10,000.00	$5,000.00	$5,000.00	$2,500.00	293,875	ALB
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		

SECTION 00400
BID FORM

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

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

REF:
PROJECT NAME: Hillsdale Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 558 Felhorn Rd E, Mobile, AL 36608
PROJECT NUMBER: PR-004-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated January 20, 2026, 2026 (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: Alabama Poolworks

ADDRESS: 22347 Miflin **PHONE** 251-968-4242

ALABAMA GENERAL CONTRACTOR LICENSE NO. 55779

CITY OF MOBILE BUSINESS LICENSE NO. 97247

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 000-497-659

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. WTH-R006219915

(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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$ 261,375	.00
Contingency Allowance:	+	$	10,000.00
Plumbing Allowance:	+	$	5,000.00
Electrical Allowance:	+	$	5,000.00
Third-Party Pool Inspection Allowance:	+	$	2,500.00
Total Base Bid:		$ 283,875	.00

(Fill in here and in Total Bid below)

TOTAL BASE BID: Two hundred eighty three thousand eight hundred seventy-five Dollars, ($ 283,875.00)

(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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$ 14.00 SF

Unit Price #2: Provide and install all materials pool shell repairs.

$ 250.00 LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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: Alabama Poolworks
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Johnny Gimbel
(Printed or Typed)

TITLE Owner **DATE** January 20, **2026**
(Printed or Typed)

Sworn to and subscribed before me this 21 day of January 2026

Courtney Newberry
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

Courtney Newberry Commission Expires 05/15/2027 Notary Public State of Alabama at Large

4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

State of Alabama County of Baldwin

The foregoing document was acknowledged before me this

21 day of January, 2026

by Johnny Grabert.

Courtney Newberry

Notary Public

Courtney Newberry Commission Expires: Notary Public 05/15/2027 State of Alabama at Large

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:** 1/20/26

Name of Project: Hillsdale Park & Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-004-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$ 13,000

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder Johnny Gimbel

Mailing Address 22347 Miflin Foley, AL 36535

***By (Legal Signature)** [signature]

*Name (type or print) Johnny Gimbel (Seal)

*Title Owner

Telephone Number 251-968-4242

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Alabama Poolworks LLC
Address	22347 Miflin Road Foley, AL 36535
Telephone	251-968-4242
E-Mail	Sales@alabamapoolworks.com

RFP/RFQ Solicitation Number	
Project Description	Various Swimming pools repairs and improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ✓ Female ✓ Minority ✓ Non-minority _____ SDVO _____ Total number of Employees 21

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Johnny Gimbel

Signature: _____ Date: 1/20/2026

Title: Owner

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: _____

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Alabama Poolworks LLC Your Bid/Proposal Amount $ 283,875 Date: 1/20/2026

Description _____ Name of Bidder/Proposer: Johnny Gimbel

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
Pensacola Pool Finish		Tile / Plaster	$200,000	15		
Universal Pool + Plaster		Tile/ Plaster	$200,000	15		

Form 2: Good Faith Effort Documentation

Name of Bidder: Johnny Gimbel

Contact Person: Jeffrey Griffin Phone: 251-654-3045 Email: sales@alabamapoolworks.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.

✓		**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. _____

_____

_____

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-004-26 Current Date 01 / 22 / 2026

Project Description Hillsdale Park & Community Center - Swimming Pool Repairs and Improvements

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

The Contractor shall make any necessary repairs and improvements to the swimming pool's shell, equipement, and decking. The Contracrtor shall provide a single trade service and will not be using any sub-contractors

Requested By (Department Director)

Steve — Dir. of REAM — 01/23/2026

(Signature) **(Title)** **(Date)**

Telephone Number **Email Address**

Reviewed By (Office of Supplier Diversity)

Archnique Kidd — Supplier Diversity Manager — 01/23/2026

(Signature) **(Title)** **(Date)**

Approved By (CAO)

Alabama Poolworks LLC

Entity ID Number	000-497-659
Entity Type	Domestic Limited Liability Company
Principal Address	22347 MIFLIN ROAD FOLEY, AL 36535
Principal Mailing Address	22347 MIFLIN ROAD FOLEY, AL 36535
Status	Exists
Place of Formation	Baldwin County
Formation Date	07/23/2007
Registered Agent Name	DANIELLE GIMBEL
Registered Office Street Address	22347 MIFLIN ROAD FOLEY, AL 36535
Registered Office Mailing Address	22347 MIFLIN ROAD FOLEY, AL 36535
Nature of Business	POOL MAINTENANCE/SERVICE
Members	
Member Name	GIMBEL, DANIELLE
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	GIMBEL, JOHNNY
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Transactions	
Transaction Date	07/26/2023
Principal Office Changed From	FAIRHOPE, AL
Transaction Date	07/26/2023
Registered Agent Changed From	GIMBEL, JOHNNY 10138 BAY HAVEN DR FAIRHOPE, AL 36532
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/23/2007 Certificate of Formation 1 pg.
Document Date / Type / Pages	07/26/2023 Restated Articles 3 pgs.

PROJECT MANUAL

FOR

VARIOUS SWIMMING POOLS REPAIRS AND IMPROVEMENTS AT:

JOHN KIDD PARK
800 EAST ST, MOBILE, AL 36610
PR-002-26

FIGURES PARK & COMMUNITY CENTER
658 DONALD ST, MOBILE, AL 36617
PR-003-26

JOSEPH C. DOTCH COMMUNITY CENTER
3100 BANK AVE, MOBILE, AL 36617
PR-005-26

HILLSDALE PARK & COMMUNITY CENTER
558 FELHORN RD E, MOBILE, AL 36608
PR-004-26

December 30, 2025

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: January 14, 2026 **Set Number: _____**

INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders – AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00410 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Master Agreement Between City of Mobile and Contractor
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment – AIA Document G702 and AIA Document 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, W-9 Form, and City of Mobile Vendor Information Form
  - Certificate of Insurance and Endorsements (Sample)
  - E-Verify Documentation (Sample)
- 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 01011 Multiple Contracts and Occupied Areas
- Section 01210 Allowances
- Section 01220 Unit Prices
- 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 01731 Cutting and Patching
- Section 01770 Close out Procedures
- Section 017839 Project Record Documents
- Section 017823 Operation and Maintenance Data

DIVISION 2 SITEWORK **NOT USED**
DIVISION 3 CONCRETE
Section 033100 Site Concrete

DIVISION 4 MASONRY **NOT USED**
DIVISION 5 METALS **NOT USED**

DIVISION 6 WOOD AND PLASTIC **NOT USED**
DIVISION 7 THERMAL AND MOISTURE PROTECTION
Section 079200 Joint Sealants

DIVISION 8 DOORS AND WINDOWS **NOT USED**
DIVISION 9 FINISHES
Section 099113 Exterior Painting
Section 099600 High-Performance Coatings

DIVISION 10 SPECIALTIES
DIVISION 11 EQUIPMENT **NOT USED**
DIVISION 12 FURNISHINGS **NOT USED**
DIVISION 13 SPECIAL CONSTRUCTION
Section 131108 Epoxy Adhesives
Section 131109.07 Pool Surface Preparation
Section 131110.01 Pool Signage

SECTION 00100
INVITATION TO BID

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

PROJECT NAME:	John Kidd Park - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	800 East St, Mobile, Al 36610
PROJECT NUMBER:	PR-002-23
PROJECT NAME:	Figures Park & Community Center - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	658 Donald St, Mobile, Al 36617
PROJECT NUMBER:	PR-003-26
PROJECT NAME:	Joseph C. Dotch Community Center - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	3100 Bank Ave, Mobile, Al 36617
PROJECT NUMBER:	PR-005-26
PROJECT NAME:	Hillsdale Park & Community Center - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	558 Felhorn Rd E, Mobile, Al 36608
PROJECT NUMBER:	PR-004-26

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 14th day of January, 2026. 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 time specified, 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 issued via e-mail to all Pre-Bid Conference attendees.**

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. Bidders must be pre-qualified before submitting a bid (see Section 01400 for requirements).

F. Product Substitutions must be pre-approved before the bid (see Section 01400 for requirements).

G. Subcontractors must be pre-qualified before submitting a bid (see section 01400 for requirements).

3 BID SURETY: Required on Bids $10,000.00 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 mandatory Pre-Bid Conference shall be held on December 30, 2025, **at office of the Architectural Engineering, 5th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602**, at 9:00 AM local time. It is the Contractor's responsibility and it is assumed that the contractor has visited each site prior to submitting a bid for the pool repairs and improvements. A representative of the Bidder is encouraged to be present at the meeting. Bidders are required to participate in the Pre-Bid Conference, visit al of the sites prior to submitting a Bid and include all costs associated with the project in their Bids.

B. Minutes of this conference will be made as an Addendum for the project.

9 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A, 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 of each individual envelope with the words "**SEALED BID FOR 'THE FACILITY NAME' - SWIMMING POOL REPAIRS AND IMPROVEMENTS - PROJECT NUMBER: PROJECT NUMBER".**

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, on each individual envelope, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, JANUARY 14, 2026.**

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 FEDERAL CONDITIONS

A. This project is covered by the Davis Bacon and Related Acts (DBRA). See Section 00800 Federal Conditions.

15 SECRETARY OF STATE

A. The contractor must also provide documentation of being enrolled in the Alabama Secretary of State Business Identity Records within submitted bidding documentation.

END OF SECTION 00100

SECTION 00200

INSTRUCTIONS TO BIDDERS

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

I. BIDDING DOCUMENTS:

A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the 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 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 at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to roger.washington@cityofmobile.org.

C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the 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.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

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

6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside of each individual envelope with the words "**SEALED BID FOR 'THE FACILITY NAME' - SWIMMING POOL REPAIRS AND IMPROVEMENTS - PROJECT NUMBER: PROJECT NUMBER**", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount $50,000 or greater, the State of Alabama General Contractor's License number and classification of

the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of 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 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.
(5). Construction Schedule
(6). Schedule of Values

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

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

15. ALABAMA IMMIGRATION ACT:

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

16. CITY OF MOBILE BUSINESS LICENSE:

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

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

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

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

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

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

18. CITY OF MOBILE BUILDING PERMIT:

A. A City of Mobile Building Permit is required and and shall be obtained from the City of Mobile, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within seventy-nine (79) calendar days from the date or by May 1, 2026 as indicated by the Notice to Proceed. Contract days are defined as 'calendar days', which **include** weekends and holidays.

B. The Pools will be closed, but community center's will remain open throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the Site as approved by the Owner, but typically **Monday through Friday from 7:30 A.M. to 4:30 P.M.** Contractor is directed to coordinate all areas of work and scheduling with the Owner. After hours and weekend work will require prior approval of the Facility Staff and may require hiring of a guard at the contractor's expense.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the 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 recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or less:
Contractor shall provide proof of publication of Notice of Completion one time in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide an electronic or hard copy of advertisement verbiage to the City of Mobile on Contractor letterhead for public posting for one week. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Notice of Completion four successive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

C. 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 '**THE FACILITY NAME' - SWIMMING POOL REPAIRS AND IMPROVEMENTS - PROJECT NUMBER: PROJECT NUMBER**, in Mobile, Alabama. 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 one 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 I the final payment, not as a penalty, but as liquidated damages sustained.

26. **DISQUALIFICATION OF BIDDERS:**

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

a. Collusion: Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders to be disqualified from submitting further bids to the Awarding Authority on future lettings. (See Code of Alabama Section 39-2-6 for possible criminal sanctions).

b. Advance Disclosure: Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require readvertisement and re-bid.

c. Failure to Settle Other Contracts: The Awarding Authority may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills for labor and material on other contracts in force at the time of letting, completion of punch list, warranties and closeout documents

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 NAME: Hillsdale Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 558 Felhorn Rd E, Mobile, Al 36608
PROJECT NUMBER: PR-004-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$	.00
Contingency Allowance:	+	$	10,000.00
Plumbing Allowance:	+	$	5,000.00
Electrical Allowance:	+	$	5,000.00
Third-Party Pool Inspection Allowance:	+	$	2,500.00
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: Pool Lighting Installation at Figures Park & Community Center.

_____ Dollars & No Cents $_____ .00

(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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Joseph C. Dotch Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-005-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: Figures Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 658 Donald St, Mobile, Al 36617
PROJECT NUMBER: PR-005-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$_____.00
Contingency Allowance:	+	$ 10,000.00
Plumbing Allowance:	+	$ 5,000.00
Electrical Allowance:	+	$ 5,000.00
Third-Party Pool Inspection Allowance:	+	$ 2,500.00
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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A

4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Figures Park & Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-003-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____
ALTERNATE NO. 1:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: Hillsdale Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 558 Felhorn Rd E, Mobile, AL 36608
PROJECT NUMBER: PR-004-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$	.00
Contingency Allowance:	+	$	10,000.00
Plumbing Allowance:	+	$	5,000.00
Electrical Allowance:	+	$	5,000.00
Third-Party Pool Inspection Allowance:	+	$	2,500.00
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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A

4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Hillsdale Park & Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-004-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: John Kidd Park - Swimming Pool Repairs and Improvements
PROJECT LOCATION: 800 East St, Mobile, Al 36610
PROJECT NUMBER: PR-002-23

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 dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$_____.00
Contingency Allowance:	+	$ 10,000.00
Plumbing Allowance:	+	$ 5,000.00
Electrical Allowance:	+	$ 5,000.00
Third-Party Pool Inspection Allowance:	+	$ 2,500.00
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: Pool Lighting Installation at John Kidd Park.

_____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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

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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, 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.

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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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: John Kidd Park - Swimming Pool Repairs and Improvements
Project Number: PR-002-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____
ALTERNATE NO. 1:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

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.

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____SDVO _____ Total number of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____Title: _____

Email: _____Phone: _____

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only

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.

		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. _____

_____

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	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
	[X] COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X	X				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[X] UMBRELLA LIAB [X] OCCUR	X	X				EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ]	N / A	X				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

SAMPLE

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

Project Name: Project Numb

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

E-Verify

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 Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

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 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.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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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:

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

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form **W-9**
(Rev. December 2011)
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.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
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)

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

OWNER: *(name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

CONTRACT INFORMATION:
Contract For:
Date:

ARCHITECT: *(name and address)*

CERTIFICATE INFORMATION:
Certificate Number:
Date:

CONTRACTOR: *(name and address)*

The Work identified below 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 below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Substantial Completion <Project Full Name>

ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

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, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected:

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
Per the Contract Documents, the Contractor shall be responsible for damages to the Work and providing all Insurance required under the AIA A101-Agreement Between Owner and the Contractor for a Stipulated Sum, Article 8.5.1, unitl Final Payment. The Contractor shall also be responsible for labor and materials as required to provide repairs to the word for one calendar year following the substantial completion date. The Owner shall be responsible for general security and utilities at the facility.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
City of Mobile Architectural Engineering		Carleen Stout, Deputy Director	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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).

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:

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**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:

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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)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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)

, OWNER,

as set forth in said Surety's bond.

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)

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SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201

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)

Various Swimming Pools
Repairs and Improvements
Mobile, AL

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)

N/A

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.

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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.

(Paragraphs deleted)

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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.

(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

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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.

§ 3.3.4 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.

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§ 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.

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§ 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

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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 Documentswith 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**

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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.

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§ 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.

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§ 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.

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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.

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§ 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 (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. **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:**

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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.**

§ 7.2.2 Change Orders and Contract Sum Adjustments:

No change in the Work, Contract Sum, or Contract Time shall be valid unless executed by written Change Order or Construction Change Directive issued by the Owner in accordance with the Contract Documents. All Change Orders shall comply with the requirements of the Alabama Public Works Bid Law and applicable Attorney General opinions interpreting the law.

(a) Scope Limitation: Change Orders shall be limited to work that is incidental, closely related to, or necessary for the proper completion of the original scope of work. No Change Order shall materially alter the nature of the Project or substitute an entirely new undertaking for the original Contract.

(b) Compliance with Competitive Bidding: Change Orders shall not be used to circumvent the competitive bidding requirements of Alabama law. Any modification that is so substantial as to constitute a new or different undertaking must be procured by separate bid in accordance with Ala. Code § 39-2-2.

(c) Written Authorization Required: The Contractor shall not perform any work that will result in additional compensation or time without prior written approval from the Owner through a duly executed Change Order. Any work performed without such approval shall be at the Contractor's sole risk and expense.

(d) Supporting Documentation: All requests for a Change Order must include detailed cost breakdowns, schedule impacts, and any supporting documentation as required by the Owner.

(e) City Appropriation Contingency: All Change Orders are subject to available appropriations and shall not be effective unless sufficient funds are appropriated for the increase in the Contract Sum.

§ 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

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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 that (30) days after the time specified for the Substantial Completition 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 sustatined.

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

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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.

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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

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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.

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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 .

§ 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.

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§ 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.

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§ 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 entitles 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.

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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.

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(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.

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§ 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

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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.**

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§ 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.

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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 **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.

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§ 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)

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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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Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual,** specifications, and other similar materials.

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~~**§ 1.7 Digital Data Use and Transmission**~~

~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

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§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

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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

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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~~ Documentswith 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.
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§ 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.**
PAGE 21

§ 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~~

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~~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.~~

PAGE 22

§ 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;**

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.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 Completition 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 sustatined.

PAGE 26

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)**.

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§ 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).**
PAGE 28

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.
PAGE 29

§ 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.

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§ 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 entitles 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**

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substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

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§ 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.~~

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~~**§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.

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§ 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~~

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~~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~~

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~~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.~~

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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)

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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: Electricity, 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:

- Contractor shall perform hydrostatic testing of main drains, skimmers, returns, and overflows; pressure test all plumbing lines (suction, return, backwash, feature lines); document pressure loss in PSI with clear pass/fail criteria; video record or photograph test setups for third-party review. All leak repairs shall be completed on a change order basis.
- The Contractor shall perform comprehensive maintenance and upgrades for all pool systems, with specific requirements for large adult pools. The Contractor shall conduct drain sump verification for all drains to ensure

compliance with the Virginia Graeme Baker Pool and Spa Safety Act (VGB) and provide complete VGB documentation, including manufacturer cut sheets, flow calculations, and installation verification. The Contractor shall supply batch numbers, installation dates, and warranty certificates for plaster, grout, thin-set, and bond coat materials. For all pools, the Contractor shall replace sand in filters. For large adult pools, the Contractor shall replace existing pumps with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and replace filters with new units compatible pumps, ensuring optimal flow turnover rates (typically 6 hours or less) and filtration rates (e.g., 15-20 gpm/sq ft for sand filters) for energy efficiency. For all other pools, the Contractor shall ensure existing pumps and filters are operational, replacing them only as needed with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and compatible filters to achieve compliant turnover and filtration rates. The Contractor shall install flow meters at locations required by the International Swimming Pool and Spa Safety Code (ISPSC). The Contractor shall verify all pool valves are correct and functional, replacing them as needed, and ensure adequate lighting and ventilation in pump rooms to meet applicable code requirements. The Contractor shall remove unused controls and Vacuum Release Systems (VRS) equipment. The Contractor shall label all electrical panels, starters, and switches with clear identification, as well as label all plumbing and valves with identification and flow direction. Finally, the Contractor shall install required signage and safety equipment per City, County, and State requirements.

- Contractor shall engage an independent, qualified third-party inspection firm approved by the City of Mobile. The inspection firm shall have demonstrated experience in commercial pool rehabilitation projects, be familiar with ISPSC and ANSI/APSP standards, and be independent from the Contractor's operational control. Contractor shall coordinate third-party inspections at the following required milestones and provide pass/fail reports to the Owner.
    - Leak Detection Observation: Contractor shall ensure the inspection firm verifies all initial leak detection testing conducted per the scope of work, documents pass/fail results for each pool, noting location and probable cause of leaks; and prepares photographic and written documentation for the inspection report. All noted deficiencies by the inspector and contractor shall be documented.
    - Pre-Demolition Inspection: Contractor shall ensure the inspection firm conducts a baseline condition survey, including photo documentation of pool shells, decks, coping, equipment, and associated systems. All noted deficiencies by the inspector and contractor shall be documented.
    - Pre-Plaster Inspection: Contractor shall ensure the inspection firm verifies surface profile preparation meets manufacturer recommendations; confirms application of bond coats per manufacturer specifications, including batch number documentation; inspect all tile work and step markings are in place

prior to plastering.
- Sump Test Verification: Contractor shall notify the inspection firm of completion with the Virginia Graeme Baker Pool & Spa Safety Act (VGB) for all main drains and sumps; documents sump depth, pipe diameter, cover installation, and flow characteristics to ensure compliance.
- Final Completion Inspection: The Contractor shall be responsible for performing a full operational systems test, including but not limited to water balance, circulation performance, and all safety systems; and for ensuring that all required signage, safety equipment, labeling, and compliance postings are properly installed. The inspection firm shall observe and verify that these systems, equipment, and postings are in place and function in accordance with applicable codes and project requirements.

- **John Kidd Park**
  - **Kiddie Pool:** A wading pool, featuring gradual slope entry with an ADA-compliant ramp for accessible access.
    - **Demolition & Preparation:** Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare surfaces to a sound substrate using diamond grinding tools.
    - **Coping & Deck Safety:** Contractor shall replace all coping posing trip hazards to meet compliance with ADA Sections 303.2 and 303.3, using bullnose coping (COF ≥ 0.6 wet).
    - **ADA Ramp & Grip Rails:** Contractor shall regrade ADA ramp to a maximum 1:12 slope, minimum 36" width, and cross-slope not exceeding 1:48; install ADA-compliant stainless steel handrails (Type 304/316). Contractor shall install grip rails meeting ADA height and clearance requirements (Type 304/316, 1.25–2 inch diameter, mounted 33–38 inches above deck).
    - **Deck Safety Markers:** Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC).
    - **Tile Work:** Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet).
    - **Skimmers and Main Drain:** Contractor shall install skimmers and main drain to improve deck water management.
    - **VGB Compliance:** Contractor shall install VGB-certified drain covers; conduct sump test and document results.
    - **Jets & Returns:** Contractor shall replace jets and returns with NSF/ANSI 50-certified fittings; leak stop fittings are required.
    - **Plastering:** Contractor shall repair plaster above the waterline, patching cracks or voids with hydraulic cement

or epoxy fillers; replaster pool with marcite or quartz aggregate finish (3/8–1/2" thickness) per ANSI/APSP-10.

- **Adult Pool:** A rectangular shaped swimming pool equipped with lap lanes, swim lane tile markings.
  - **Demolition & Preparation:** Contractor shall remove and replace deteriorated coping, tiles, plaster, and fittings; prepare surfaces to a sound substrate.
  - **Coping & Deck Safety:** Contractor shall replace coping causing trip hazards; repair cracked coping joints.
  - **ADA Ramp & Grip Rails:** Contractor shall install ADA-compliant grip rails at entry/exit points, ensuring length matches depth per ADA 1009.3; reset/replace all rail anchors; polish/refurbish or replace grip rails.
  - **Deck Safety Markers:** Contractor shall install deck depth markers at all slope changes and depth points; install "NO DIVING" signage.
  - **Tile Work:** Contractor shall install new swim lane tiles per USA Swimming specifications; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet).
  - **Skimmers and Main Drain:** Contractor shall install skimmers and main drain.
  - **VGB Compliance:** Contractor shall install VGB-certified drain covers; provide documentation to City; conduct sump test and document results.
  - **Jets & Returns:** Contractor shall replace jets and returns with NSF/ANSI 50-certified fittings; leak stop fittings are required.
  - **Plastering:** Contractor shall re-plaster pool per ANSI/APSP-10 standards.
  - **Pump Room Equipment Upgrades:** Contractor shall remove old sand filter and replace with new sand filter to include manifolds, manifold supports, gauge differential panel, and auto relief valve; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP).

- **Figures Parks & Community Center**
  - **Lap Pool:** An L-shaped swimming pool, featuring lap lanes on one leg of the pool and a deeper section off to the side of the lanes.
    - **Demolition & Preparation:** Contractor shall remove and replace deteriorated coping, tiles, plaster, and fittings; prepare surfaces to a sound substrate.
    - **Coping & Deck Safety:** Contractor shall replace coping and repair deck trip hazards.
    - **ADA Ramp & Grip Rails:** Contractor shall replace grip rails and anchors with passivated stainless steel.
    - **Deck Safety Markers:** Contractor shall replace/install depth markers and "NO DIVING" signage.

- **Tile Work:** Contractor shall install new swim lane tiles per USA Swimming specifications; install high-contrast, slip-resistant step tiles (COF ≥ 0.8 wet).
- **Skimmers and Main Drain:** Contractor shall install skimmers and main drain.
- **VGB Compliance:** Contractor shall install VGB-compliant drain covers; conduct sump test and document results.
- **Jets & Returns:** Contractor shall replace jets, returns, and skimmer covers with NSF/ANSI 50-certified fittings; leak stop fittings are required.
- **Plastering:** Contractor shall replaster pool per ANSI/APSP-10 standards.
- **Pump Room Equipment Upgrades:** Contractor shall remove old sand filter and replace with new sand filter to include manifold, manifold supports, panel differential gauge, and auto air relief; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP); replace the auto fill.

- **Kiddie Pool**: A wading pool designed for young children, featuring gradual slope entry with an ADA-compliant ramp for accessible access.
  - **Preparation:** Pool cavities shall be demolished and backfilled per City of Mobile permit requirements. Demolish all coping and other components 6 inches below slab elevation. All plumbing shall be removed or capped. Pool cavity shall be filled gravel aggregate and compacted within the finished elevation.
  - **Concrete Placement:** Provide 3,000 psi compressive strength concrete in accordance with ACI 301 – Specifications for Structural Concrete. Minimum slab thickness: 6 inches. Place, vibrate, strike-off, and finish the concrete per ACI standards.
  - **Reinforcement:** Install 6x6 W2.9/W2.9 welded wire mesh (WWM) reinforcement throughout the slab area. Wire mesh shall be supported on chairs and positioned at slab mid-depth. Overlap laps by one full mesh square (minimum 6 inches).
  - **Joints:** Tooled control and Expansion joints shall be aligned with existing joints. Tooled control joints within 24 hours of placement. Install expansion joints at all abutting fixed pavements, using approved pre-molded filler. Joints shall be filled with concrete expansion joint grade sealants.
  - **Surface Finish:** Finish shall be similar to adjacent finishes. Edges shall be neatly tooled and aligned. Curing compounds shall be applied immediately after finishing or keep surface continuously moist for 7 days minimum.
  - **Documentation:** Contractor shall provide batch tickets verifying 3,000 psi mix design. Submit before-and-after photographs documenting placement.

- **Wade Pool:** A shallow wading pool with an ADA ramp, with gentle slopes and interactive water features.
  - **Demolition & Preparation:** Contractor shall remove deteriorated components; protect adjacent areas.
  - **Coping & Deck Safety:** Contractor shall replace coping and repair deck trip hazards.
  - **ADA Ramp & Grip Rails:** Contractor shall ensure ADA-compliant entry or install transfer systems/lifts.
  - **Deck Safety Markers:** Contractor shall replace depth markers and "NO DIVING" signage.
  - **Tile Work:** Contractor shall replace waterline and step tiles.
  - **Skimmers and Main Drain:** Contractor shall install skimmers and main drain.
  - **VGB Compliance:** Contractor shall install VGB-compliant drain covers; conduct sump test and document results.
  - **Jets & Returns:** Contractor shall replace jets, returns, and skimmer covers; leak stop fittings are required.
  - **Plastering:** Contractor shall replaster pool per ANSI/APSP-10.
  - **Pump Room Equipment Upgrades:** Contractor shall remove old sand filter and replace with new sand filter to include manifold, manifold supports, panel differential gauge, and auto air relief; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP); replace the auto fill.

- **Hillsdale Park & Community Center**
  - Adult Pool: A single pool with a zero-entry design with swim lanes on the deep end of the pool, incorporating spray features for recreational use.
    - **Demolition & Preparation:** Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare surfaces to a sound substrate using diamond grinding tools; protect spray feature mechanisms.
    - **Coping & Deck Safety:** Contractor shall re-caulk coping and point mortar at coping to repair joints and prevent water infiltration; re-pour deck sections around the pool deck as needed; repair trip hazards.
    - **ADA Ramp & Grip Rails:** Contractor shall regrade zero-entry ramp; install ADA-compliant handrails. Contractor shall install supplementary grip rails.
    - **Deck Safety Markers:** Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC); install "NO DIVING" signage.
    - **Pump and Filtration System Upgrade:** Disconnect inground sand filter, including removal of old sand and associated piping. Install new commercial-grade sand filter

to include manifolds, manifold supports, auto air relief valve, and panel gauge differential, sized per pool design flow requirements. Remove old pool pump and install new EQ series pump (Pentair or approved equal, 7.5 HP). Remove old feature pump and automation system; install new feature pump to include manual valves. New manual valves to be installed above pit level to include new EQ series (Pentair or approved equal, 7.5 HP). Install auto fill system to maintain proper water levels. Reconfigure suction and return manifolds to accommodate the upgraded system. Modify CMU block wall adjacent to the storage room area only as necessary for pipe penetrations, anchoring, or system integration. Both existing pits shall be covered with industrial grating level with the finished floor. Contractor to verify or inspect sump pumps in both pits have flow control and in working order. Commission and balance new filtration system; provide updated operation and maintenance manuals.

- **Tile Work:** Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet); tile all areas of zero-entry ramps out of the water with mosaic tile for enhanced grip and aesthetics, extending into the water a minimum of 2 inches deep to ensure durability and seamless transition.
- **Skimmers and Main Drain:** Contractor shall install skimmers and main drain to improve deck water management.
- **VGB Compliance:** Contractor shall install VGB-certified drain covers; conduct sump test and document results.
- **Spray Features:** Contractor shall inspect and repair/replace spray feature components (nozzles, valves, piping) per NSF/ANSI 50; replace or rework spray pipes.
- **Zero Entry Trench:** Contractor shall install zero-entry trench.
- **Pumps and Filters:** Contractor shall test and inspect pumps and filters; replace or repair as needed.
- **Skimmers:** Contractor shall replace skimmers where deck repairs have been made.
- **Plastering:** Contractor shall replaster pool shell per ANSI/APSP-10 standards.

- **Joseph C. Dotch Community Center**
  - Adult Pool: A single pool with a zero-entry design with swim lanes on the deep end of the pool, incorporating spray features for recreational use.
    - **Demolition & Preparation:** Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare

surfaces to a sound substrate using diamond grinding tools; protect spray feature mechanisms.

- **Coping & Deck Safety:** Contractor shall re-caulk coping and point mortar at coping to repair joints and prevent water infiltration; re-pour deck sections around the pool deck as needed; repair trip hazards.
- **ADA Ramp & Grip Rails:** Contractor shall regrade zero-entry ramp; install ADA-compliant handrails. Contractor shall install supplementary grip rails.
- **Deck Safety Markers:** Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC); install "NO DIVING" signage.
- **Pump and Filtration System Upgrade:** Disconnect inground sand filter, including removal of old sand and associated piping. Install new commercial-grade sand filter to include manifolds, manifold supports, auto air relief valve, and panel gauge differential, sized per pool design flow requirements. Remove old pool pump and install new EQ series pump (Pentair or approved equal, 7.5 HP). Remove old feature pump and automation system; install new feature pump to include manual valves. New manual valves to be installed above pit level to include new EQ series (Pentair or approved equal, 7.5 HP). Install auto fill system to maintain proper water levels. Reconfigure suction and return manifolds to accommodate the upgraded system. Modify CMU block wall adjacent to the storage room area only as necessary for pipe penetrations, anchoring, or system integration. Both existing pits shall be covered with industrial grating level with the finished floor. Contractor to verify or inspect sump pumps in both pits have flow control and in working order. Commission and balance new filtration system; provide updated operation and maintenance manuals.
- **Tile Work:** Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet); tile all areas of zero-entry ramps out of the water with mosaic tile for enhanced grip and aesthetics, extending into the water a minimum of 2 inches deep to ensure durability and seamless transition.
- **Skimmers and Main Drain:** Contractor shall install skimmers and main drain to improve deck water management.
- **VGB Compliance:** Contractor shall install VGB-certified drain covers; conduct sump test and document results.
- **Spray Features:** Contractor shall inspect and repair/replace spray feature components (nozzles, valves, piping) per NSF/ANSI 50; replace or rework spray pipes.

- **Zero Entry Trench:** Contractor shall install zero-entry trench.
- **Pumps and Filters:** Contractor shall test and inspect pumps and filters; replace or repair as needed.
- **Skimmers:** Contractor shall replace skimmers where deck repairs have been made.
- **Plastering:** Contractor shall replaster pool shell per ANSI/APSP-10 standards.

- Contractor shall perform hydrostatic testing of main drains, skimmers, returns, and overflows; pressure test all plumbing lines (suction, return, backwash, feature lines); document pressure loss in PSI with clear pass/fail criteria; video record or photograph test setups for third-party review. All leak repairs shall be completed on a change order basis.
- The Contractor shall perform comprehensive maintenance and upgrades for all pool systems, with specific requirements for large adult pools. The Contractor shall conduct drain sump verification for all drains to ensure compliance with the Virginia Graeme Baker Pool and Spa Safety Act (VGB) and provide complete VGB documentation, including manufacturer cut sheets, flow calculations, and installation verification. The Contractor shall supply batch numbers, installation dates, and warranty certificates for plaster, grout, thin-set, and bond coat materials. For all pools, the Contractor shall replace sand in filters. For large adult pools, the Contractor shall replace existing pumps with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and replace filters with new units compatible pumps, ensuring optimal flow turnover rates (typically 6 hours or less) and filtration rates (e.g., 15-20 gpm/sq ft for sand filters) for energy efficiency. For all other pools, the Contractor shall ensure existing pumps and filters are operational, replacing them only as needed with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and compatible filters to achieve compliant turnover and filtration rates. The Contractor shall install flow meters at locations required by the International Swimming Pool and Spa Safety Code (ISPSC). The Contractor shall verify all pool valves are correct and functional, replacing them as needed, and ensure adequate lighting and ventilation in pump rooms to meet applicable code requirements. The Contractor shall remove unused controls and Vacuum Release Systems (VRS) equipment. The Contractor shall label all electrical panels, starters, and switches with clear identification, as well as label all plumbing and valves with identification and flow direction. Finally, the Contractor shall install required signage and safety equipment per City, County, and State requirements.

B. Contract Description: Stipulated sum.

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 with the sign construction contract.

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.

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.

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 with signed construction contract 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 four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. 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.

F. See Contractor Pre-Qualification Specification

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 may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

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. Construction fencing and signage shall be required by the contractor to provide and install.

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 by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

E. 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 one paper copy and 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 one year 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 1GENERAL

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 ten thousand and xx/100 Dollars ($10,000.00).
B. Include as a Third-Party Inspection Allowance the lump sum amount of two thousand five hundred and xx/100 Dollars ($2,500.00).
C. Include as a Plumbing Allowance the lump sum amount of two thousand five hundred and xx/100 Dollars ($5,000.00).
D. Include as an Electrical Allowance the lump sum amount of two thousand five hundred and xx/100 Dollars ($5,000.00).

END OF SECTION

SECTION 01220
UNIT PRICES

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. Measurement.
   2. Payment.

1.3 UNIT PRICES

A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.

B. Actual quantities and measurements supplied or placed in the Work will determine payment.

C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

A. Concrete Deck Repair, including preparation and cool decking.
   1. Unit of measure: Per Square Foot.
   2. Basis of payment:
      a. Contract Sum to be based on quantities material provided and installed.
      b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

B. Pool Shell Repairs
   1. Unit of measure: Per Linear Foot.
   2. Basis of payment:
      a. Contract Sum to be based on quantities material provided and installed.
      b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

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: Pool Lighting Installation at John Kidd Park and Figures Park & Community Center: Contractor shall install energy-efficient LED pool lighting systems at Adult (Large) Pool compliant with NEC and ISPSC requirements. Lighting shall provide a minimum of 10 foot-candles at the water surface, with fixtures rated for wet environments (IP68 or equivalent) and corrosion-resistant materials suitable for coastal conditions

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 Documents" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner 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. Architect will return RFIs submitted to Architect 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 may be 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. Contractor's construction schedule.
2. Field condition reports.
3. Special reports.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

C. Field Condition Reports: Submit at time of discovery of differing conditions.

D. Special Reports: Submit at time of unusual event.

E. 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 and testing.
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. Preparation: Indicate each significant construction activity separately. Outline significant construction activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. 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 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. Start dates.
6. 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 start dates.
3. Changes finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.

6. 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.

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 Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Submittal Procedure
   2. Shop Drawings
   3. Product Data
   4. 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 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. One PDF copy will be returned to Contractor for printing and distribution.

1.5 PRODUCT DATA

A. Mark copy to identify applicable products, models, options, and other data.

B. Supplement manufacturers' standard data to provide information unique to this Project.

A. Project Manager will return to Contractor for printing and distribution.

1.6 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 01400
PRE-BID QUALIFICATIONS & CONSTRUCTION QUALITY 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 administrative and procedural requirements for general contractor/installer **pre-bid qualifications**.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated.

C. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage. Please refer to Construction Contract and General Conditions for more detail on payment procedures.

D. Contractor's Quality Control Plan

1. Specific quality assurance, control and schedule requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

E. Related Sections:
1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests, inspections, submittals, orders, and installation.
2. Section 09681 Carpet Tile for specific test and inspection requirements.

1.3 PRE-BID QUALIFICATIONS

A. Due to the extremely critical installation schedule, General Contractor and Installer qualifications will be examined prior to the bid. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations of similar size, and similar installation time in occupied buildings. Companies without proven records of success will not be approved for work on this project. Companies who have not with met quality requirements and/or construction schedule during other City of Mobile projects will also not be approved for work on this project.

B. Submittals indicating proven record of success shall include:
   1. Demonstrate a minimum of 5 years of experience in commercial or public pool renovations, including gunite/shell repairs and hydraulic systems.
   2. Statement indicating how the company will staff and manage this project. Indicate after hours' work, additional employees, or any other information that would support the case that the general contractor and installer will be able to comply with requirements within the stated timeframe.
   3. By submitting qualification information, the general contractor and/or installer affirm that they are able to provide the materials needed for this project under the payment terms of the contract.
   4. Submit statement that installer is approved by the manufacturer to install the provided products.
   5. Employ at least one National Swimming Pool Foundation (NSPF), Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) for project oversight.
   6. Provide documentation of at least 3 projects of similar size (over 5,000SF), scope, and timeframe performed for other entities and that support the assertion of successful performance within the last 3 years.
      a. Include project name, year completed, and contact names and numbers for reference.
      b. Indicate size of installation, scope, and installation time of each project listed.

C. **Submit Installer qualifications by 3pm local time Monday, January 5, 2026,** to Roger Washington, Project Manager, at roger.wasington@cityofmobile.gov. **An adendum will be issued by Tuesday, January 6, 2026, listing approved installers.**

1.4 CONTRACTOR'S QUALITY-CONTROL PLAN FOR CONSTRUCTION

A. Quality-Control Plan, General: Submit quality-control plan and schedule within 2 days of Notice to Proceed. Submit in format acceptable to Owner. Identify personnel, procedures, controls, instructions, tests, records, schedule and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities.

B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process.

C. Testing and Inspection: Include in the quality-control plan a comprehensive schedule of Work requiring testing and inspection.

D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in this and other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector, manufacturer's technical representative, and/or factory authorized representative.
13. Recommendations on retesting and re-inspecting.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

D. Preconstruction Testing: See also Section 09681 for more information on tests required below.

1. Contractor responsibilities include the following:

a. Coordinate with third-party inspection firm(s) at all required milestones.

b. Ensure proper documentation for VGB compliance, including manufacturer specifications, installation records, sump tests, and batch numbers for all applicable products.

c. Conduct initial leak detection testing per ISPSC standards for all pools prior to demolition and repair work, documenting all results for City and third-party review.

d. Provide batch numbers and warranty documentation for all plaster, grout, thin-set, and bond coat materials used, including but not limited to filters and pumps.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01400

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. 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 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 products, 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 15 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.

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.

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 and floors 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 Owner 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 facility 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.

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. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

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 01710
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the total value of work to be completed.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in utility services.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.

9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Owner's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Submit list of incomplete items in the following format:
   a. PDF electronic file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

    a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Remove tools, construction equipment, machinery, and surplus material from Project site.
    d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    f. Sweep concrete floors broom clean in unoccupied spaces.
    g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    h. Remove labels that are not permanent.
    i. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    k. Replace disposable air filters and clean permanent filters. Clean exposed surfaces of diffusers, registers, and grills.
    l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
    m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
    n. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

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 or conduit 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 01731

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 copies of each manual in final form at least 15 days before final inspection. Owner will return copy with comments within 10 days after final inspection.

   1. Correct or modify each manual to comply with Owner's comments. Submit copies of each corrected manual within 10 days of receipt of Owner's comments.

   2. Provide PDF copies. 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 Owner 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 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 them 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.

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 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. 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 copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit 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 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. 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 03 3100
SITE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Formwork.
2. Reinforcing.
3. Cast-in place concrete including mix design, placement procedures, and finishes.

B. Cast-in-place concrete includes the following:

1. Foundations and footings.
2. Slabs-on-grade.
3. Slabs on steel deck.
4. Equipment pads and bases.

C. Related Documents: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

D. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 31 2000, "Earthwork": Drainage fill under slabs on grade.
2. Section 32 1313, "Concrete Paving": Concrete paving and walks.
3. Section 07 9200, "Joint Sealants": Sealants and joint fillers in concrete work.

1.2 SUBMITTALS:

A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.

B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others if requested by Owner.

C. Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, bent bar diagrams, and arrangement of concrete reinforcement. Include special reinforcing required for openings through concrete structures.

D. Samples of materials as requested by Owner, including names, sources, and descriptions, as follows:

1. Color finishes.
2. Normal weight aggregates.

1.3 QUALITY ASSURANCE:

A. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:

1. ACI 301, "Specifications for Structural Concrete for Buildings".
2. ACI 302, "Guide for Concrete Floor and Slab Construction".
3. ACI 304, "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete".
4. ACI 305, "Hot Weather Concreting".
5. ACI 306, "Cold Weather Concreting".
6. ACI 309, "Guide for Consolidation of Concrete".
7. ACI 311, "Recommended Practice for Concrete Inspection".
8. ACI 318, "Building Code Requirements for Reinforced Concrete".
9. ACI 347, "Recommended Practice for Concrete Formwork".
10. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
11. American Welding Society, AWS D1.4 "Structural Welding Code - Reinforcing Steel".

B. Concrete Testing Service: Engage a testing agency acceptable to Owner to perform material evaluation tests and to design concrete mixes.

C. Materials and installed work may require testing and retesting at any time during progress of Work. Tests, including retesting of rejected materials for installed Work, shall be done at Contractor's expense.

PART 2 - PRODUCTS

2.1 FORM MATERIALS:

A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

1. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form," Class I.

2. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or another acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Form Release Agent: Provide commercial formulation form release agent with a maximum of 350 g/L volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

D. Provide ties that, when removed, will leave holes not larger than 1 inch in diameter in the concrete surface.

2.2 REINFORCING MATERIALS:

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

B. Steel Wire: ASTM A 82, plain, cold-drawn steel.

C. Welded Wire Fabric: ASTM A 185, welded steel wire fabric.

D. Deformed-Steel Welded Wire Fabric: ASTM A 497.

E. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI specifications.

1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1) or stainless steel (CRSI, Class 2).

F. Threaded Dowels: Continuous threaded high-strength steel bars equal to "Lasstud" by Richmond Screw Anchor Co., Inc. Provide inserts compatible with dowels, designed for ultimate pull-out force indicated on the drawings.

G. Mechanical Splices: Equal to "Cadweld Rebar Splices", as manufactured by Erico Products, Inc., "C" Series, for developing 125% of minimum ASTM specified yield strengths, unless otherwise noted on drawings.

H. Steel Shapes, Plates and Rods: Conform to ASTM A 36, "Specification for Structural Steel".

I. Do Not Weld Reinforcing Steel: Unless specifically noted on drawings. If welding is shown, conform to latest revision of AWS D12.1, "Reinforcing Steel Welding Code of the American Welding Society". Perform all welding with certified welders qualified per AWS.

2.3 CONCRETE MATERIALS:

A. Portland Cement: ASTM C 150, Type I.

1. Use one brand of cement throughout Project unless otherwise acceptable to Owner.

B. Fly Ash: ASTM C 618, Type F or C.

1. Limit use of fly ash to not exceed 20 percent of cement content by weight.

C. Normal-Weight Aggregates: ASTM C 33 and as specified. Provide aggregates from a single source for exposed concrete.

1. For exposed exterior surfaces, do not use fine or coarse aggregates that contain substances that cause spalling.
2. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Owner.

D. Water: Potable.

E. Admixtures, General: Provide concrete admixtures that contain not more than 0.1 percent chloride ions.

F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Air-Tite, Cormix Construction Chemicals.
   b. Air-Mix or Perma-Air, Euclid Chemical Co.
   c. Darex AEA or Daravair, W.R. Grace & Co.
   d. MB-VR or Micro-Air, Master Builders, Inc.
   e. Sealtight AEA, W.R. Meadows, Inc.
   f. Sika AER, Sika Corp.

G. Water-Reducing Admixture: ASTM C 494, Type A.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. PSI N, Cormix Construction Chemicals.
   b. Eucon WR-75, Euclid Chemical Co.
   c. WRDA, W.R. Grace & Co.
   d. Pozzolith Normal or Polyheed, Master Builders, Inc.
   e. Plastocrete 161, Sika Corp.

H. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Eucon 37, Euclid Chemical Co.
   b. WRDA 19 or Daracem, W.R. Grace & Co.
   c. Rheobuild or Polyheed, Master Builders, Inc.
   d. Sikament 300, Sika Corp.

I. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Accelguard 80, Euclid Chemical Co.
   b. Daraset, W.R. Grace & Co.
   c. Pozzutec 20, Master Builders, Inc.

J. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Eucon Retarder 75, Euclid Chemical Co.
   b. Daratard-17, W.R. Grace & Co.
   c. Pozzolith R, Master Builders, Inc.
   d. Protard, Prokrete Industries.
   e. Plastiment, Sika Corporation.

2.4 ADMIXTURES:

A. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.

B. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg.F (10 deg.C).

C. Use high-range water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs, architectural concrete, parking structure slabs, concrete required to be watertight, and concrete with water-cement ratios below 0.50.

D. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus or minus 1-1/2 percent within the following limits:

1. Concrete structures and slabs exposed to freezing and thawing, deicer chemicals, or hydraulic pressure:
   a. 4.5 percent (moderate exposure); 5.5 percent (severe exposure) for 1-1/2-inch maximum aggregate.
   b. 4.5 percent (moderate exposure); 6.0 percent (severe exposure) for 1-inch maximum aggregate.
   c. 5.0 percent (moderate exposure); 6.0 percent (severe exposure) for 3/4-inch maximum aggregate.
   d. 5.5 percent (moderate exposure); 7.0 percent (severe exposure) for 1/2-inch maximum aggregate.
2. Other concrete not exposed to freezing, thawing, or hydraulic pressure, or to receive a surface hardener: 2 to 4 percent air.

E. Use admixtures for water reduction and set accelerating or retarding in strict compliance with manufacturer's directions.

2.5 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements of ASTM C 94, and as specified.

1. When air temperature is between 85 deg.F (30 deg.C) and 90 deg.F (32 deg.C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg.F (32 deg.C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 GENERAL:

A. Coordinate the installation of joint materials, vapor retarder/barrier, and other related materials with placement of forms and reinforcing steel.

3.2 FORMS:

A. General: Design, erect, support, brace, and maintain formwork to support vertical,

lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances and surface irregularities complying with the following ACI 347 limits:

1. Provide Class A tolerances for concrete surfaces exposed to view.
2. Provide Class C tolerances for other concrete surfaces.

B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in the Work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent cement paste from leaking.

C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like for easy removal.

D. Provide temporary openings for clean-outs and inspections where interior area of formwork is inaccessible before and during concrete placement. Securely brace temporary openings and set tightly to forms to prevent losing concrete mortar. Locate temporary openings in forms at inconspicuous locations.

E. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

F. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

G. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before placing concrete. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

3.3 PLACING REINFORCEMENT:

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as specified.

1. Avoiding cutting or puncturing vapor retarder/barrier during reinforcement placement and concreting operations. Repair damages before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by Owner.

D. Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS:

A. Construction Joints: Locate and install construction joints so they do not impair strength or appearance of the structure, as acceptable to Owner.

B. Provide keyways at least 1-1/2 inches deep in construction joints in walls and slabs and between walls and footings. Bulkheads designed and accepted for this purpose may be used for slabs.

C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as indicated otherwise. Do not continue reinforcement through sides of strip placements.

D. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

E. Isolation Joints in Slabs-on-Grade: Construct isolation joints in slabs-on-grade at points of contact between slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Joint fillers and sealants are specified in Section 07 9200 - "Joint Sealants".

F. Contraction (Control) Joints in Slabs-on-Grade: Construct contraction joints in slabs-on-grade to form panels of patterns as shown. Use saw cuts 1/8 inch wide by one-fourth of slab depth or inserts 1/4 inch wide by one-fourth of slab depth, unless otherwise indicated.

1. Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strip into fresh concrete until top surface of strip is flush with slab surface. Tool slab edges round on each side of insert. After concrete has cured, remove inserts and clean groove of loose debris.
2. Contraction joints in unexposed floor slabs may be formed by saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregate.
3. If joint pattern is not shown, provide joints not exceeding 15 feet in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third bays).
4. Joint fillers and sealants are specified in Division 7 Section "Joint Sealants."

3.5 PREPARING FORM SURFACES:

A. General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.

B. Do not allow excess form-coating material to accumulate in forms or come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply according to manufacturer's instructions.

1. Coat steel forms with a nonstaining, rust-preventative material. Rust-stained steel formwork is not acceptable.

3.6 CONCRETE PLACEMENT:

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.

C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.

D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for

consolidation of concrete complying with ACI 309.

2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix to segregate.

E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in continuous operation, within limits of construction joints, until completing placement of a panel or section.

1. Consolidate concrete during placement operations so that concrete is thoroughly worked around reinforcement, other embedded items and into corners.
2. Bring slab surfaces to correct level with a straightedge and strike off. Use bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
3. Maintain reinforcing in proper position on chairs during concrete placement.

F. Cold-Weather Placement: Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

G. When air temperature has fallen to or is expected to fall below 40 deg.F (4 deg.C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg.F (10 deg.C) and not more than 80 deg.F (27 deg.C) at point of placement.

1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

2. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.

H. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305 and as specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg.F (32 deg.C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately

before embedding in concrete.

3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.
4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Owner.

3.7 FINISHING FORMED SURFACES:

A. Rough-Formed Finish: Provide a rough-formed finish on formed concrete surfaces not exposed to view in the finished Work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.

B. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or another similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.

C. Smooth-Rubbed Finish: Provide smooth-rubbed finish on scheduled concrete surfaces that have received smooth-formed finish treatment not later than 1 day after form removal.

1. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 MONOLITHIC SLAB FINISHES:

A. Scratch Finish: Apply scratch finish to monolithic slab surfaces to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and where indicated.

1. After placing slabs, finish surface to tolerances specified in Section 3.11. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set with stiff brushes, brooms, or rakes.

B. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and

other finishes as specified; slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo; and where indicated.

1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Finish surfaces to tolerances specified in Section 3.11. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

C. Trowel Finish: Apply a trowel finish to monolithic slab surfaces exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or another thin film-finish coating system.

1. After floating, begin first trowel-finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and finish surfaces to tolerances specified in Section 3.11. Grind smooth any surface defects that would telegraph through applied floor covering system.

D. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply a trowel finish as specified, then immediately follow by slightly scarifying the surface with a fine broom.

E. Nonslip Broom Finish: Apply a nonslip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Owner before application.

F. Colored Wear-Resistant Finish: Apply a colored wear-resistant finish to monolithic slab surface indicated.

1. Apply dry shake materials for the colored wear-resistant finish at a rate of 100 lb per 100 sq. ft., unless a greater amount is recommended by material manufacturer.
2. Cast a trial slab approximately 10 feet square to determine actual application rate, color, and finish, as acceptable to Owner.
3. Immediately following the first floating operation, uniformly distribute with mechanical spreader approximately two-thirds of the required weight of the dry

shake material over the concrete surface, and embed by power floating. Follow floating operation with second shake application, uniformly distributing remainder of dry shake material with overlapping applications to ensure uniform color, and embed by power floating.

4. After broadcasting and floating, apply a trowel finish as specified. Cure slab surface with a curing compound recommended by the dry shake material manufacturer. Apply the curing compound immediately after the final finishing.

3.9 FLOOR FLATNESS/LEVELNESS REQUIREMENTS:

A. After placing slabs, finish surface to the following tolerances of F(F) (floor flatness) and F(L) (floor levelness) measured according to ASTM E 1155:

FINISH	SLAB-ON-GRADE				FRAMED FLOOR	
	OVERALL		LOCAL		OVERALL	LOCAL
	FF	FL	FF	FL	FF	FF
Scratch Finish	18	15	15	13	25	22
Float Finish	20	17	18	15	25	22
Trowel Finish	25	22	20	17	25	22

Specified overall F-numbers apply to the whole floor, taken as one. Minimum local F- numbers apply to each slab, bounded by construction joints.

3.10 MISCELLANEOUS CONCRETE ITEMS:

A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as specified to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

3.11 CONCRETE CURING AND PROTECTION:

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screeding and bull floating, but before

power floating and troweling.

B. No curing agents or sealers are to be applied to the concrete slab where Resilient Athletic Flooring is scheduled.

C. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.

D. Curing Methods: Cure concrete by curing compound, by moist curing, by moisture-retaining cover curing, or by combining these methods, as specified.

1. Provide moisture curing by the following methods:

    a. Keep concrete surface continuously wet by covering with water.
    b. Use continuous water-fog spray.
    c. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with a 4-inch lap over adjacent absorptive covers.

2. Provide moisture-retaining cover curing as follows:
    a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Apply curing compound on exposed interior slabs and on exterior slabs, walks, and curbs as follows:
    a. Apply curing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
    b. Use membrane curing compounds that will not affect surfaces to be covered with finish materials applied directly to concrete.

E. Curing Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for the full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

F. Curing Unformed Surfaces: Cure unformed surfaces, including slabs, floor topping, and other flat surfaces, by applying the appropriate curing method.

1. Final cure concrete surfaces to receive finish flooring with a moisture-retaining cover, unless otherwise directed.

3.12 REMOVING FORMS:

A. General: Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg.F (10 deg.C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form-removal operations, and provided curing and protection operations are maintained.

B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days or until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.

C. Form-facing material may be removed 4 days after placement only if shores and other vertical supports have been arranged to permit removal of form-facing material without loosening or disturbing shores and supports.

3.13 REUSING FORMS:

A. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-coating compound as specified for new formwork.

B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use patched forms for exposed concrete surfaces except as acceptable to Owner.

3.14 CONCRETE SURFACE REPAIRS:

A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removing forms, when acceptable to Owner.

B. Mix dry-pack mortar, consisting of one part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing.

1. Cut out honeycombs, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts down to solid concrete but in no case to a depth less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with bonding agent. Place patching mortar before bonding agent has dried.

2. For surfaces exposed to view, blend white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

C. Repairing Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Owner. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes and fill with dry-pack mortar or precast cement cone plugs secured in place with bonding agent.

1. Repair concealed formed surfaces, where possible, containing defects that affect the concrete's durability. If defects cannot be repaired, remove and replace the concrete.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface tolerances specified for each surface and finish. Correct low and high areas as specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having the required slope.

1. Repair finished unformed surfaces containing defects that affect the concrete's durability. Surface defects include crazing and cracks in excess of 0.01 inch wide or that penetrate to the reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycombs, rock pockets, and other objectionable conditions.
2. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.
3. Correct low areas in unformed surfaces during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete. Proprietary underlayment compounds may be used when acceptable to Owner.
4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

E. Perform structural repairs with prior approval of Owner for method and procedure,

using specified epoxy adhesive and mortar.

F. Repair methods not specified above may be used, subject to acceptance of Owner.

3.15 QUALITY CONTROL TESTING DURING CONSTRUCTION:

A. General: The Owner will employ a testing agency to perform tests and to submit test reports.

B. Sampling and testing for quality control during concrete placement may include the following, as directed by Owner.

1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
   a. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
   b. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231, pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
   c. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg.F (4 deg.C) and below, when 80 deg.F (27 deg.C) and above, and one test for each set of compressive-strength specimens.
   d. Compression Test Specimen: ASTM C 31; one set of four standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.

C. Compressive-Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yd. plus additional sets for each 50 cu. yd. more than the first 25 cu. yd. of each concrete class placed in any one day, or for each 5000 sq ft of surface are placed; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.

1. Any additional cylinder required by the Contractor for early strength gain tests for form stripping or post-tensioning are Contractor's responsibility and shall be paid for by Contractor.
2. When frequency of testing will provide fewer than five strength tests for a given class of concrete, conduct testing from at least five randomly selected batches or from each batch if fewer than five are used.
3. When total quantity of a given class of concrete is less than 50 cu. yd., Owner may waive strength testing if adequate evidence of satisfactory strength is provided.
4. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective

procedures for protecting and curing the in-place concrete.

5. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test result falls below specified compressive strength by more than 500 psi.
6. Test results will be reported in writing to Owner, Structural Engineer, ready- mix producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.
7. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
8. Additional Tests: The testing agency will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Owner. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

END OF SECTION

SECTION 07 9200
JOINT SEALANTS

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Section includes elastomeric joint sealants & acrylic sealant.

1.02 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.03 DELIVERY, STORAGE, & HANDLING

A. Store products in original, unopened containers in clean, dry area away from heat and direct sunlight.

1.04 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions.

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.05 WARRANTY

A. Provide manufacturer's 10-year material warranty.

B. Include coverage for replacement of sealant materials which fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure, provided sealant has been installed per manufacturer's recommendations.

C. Warranty Exclusions: Failure resulting from concrete shrinkage, excessive movement structural cracks or defects, faulty construction, faulty design, faulty materials (other than joint sealants), improper installation, misuse of structure, settlement, or accident, fire, or other casualty or physical damage.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Elastomeric Sealants (Exterior applications):

1. Adjacent to EIFS: A premium, high-performance, very low-modulus, high-movement, non-sag, fast-curing, designed to adhere to low energy surfaces, one-component silyl-terminated polyether hybrid sealant. Tint base. Color to match adjacent material or as approved by Architect.
   a. Master Builders Solutions US, LLC- MasterSeal NP 150
   b. Tremco Spectrem 1
   c. Pecora 890 FTS
2. Other exterior applications: A premium, high-performance, low-modulus, high-movement, non-sag, fast-curing, ready-to-use, one-component silyl-terminated polyurethane hybrid sealant. Tint base. Color to match adjacent material or as approved by Architect.
   a. Master Builders Solutions US, LLC MasterSeal NP 100
   b. Tremco Dymonic 100
   c. Pecora 864 NST

2.02 PERFORMANCE REQUIREMENTS

A. Elastomeric Sealants (Exterior applications).

1. Adjacent to EIFS:
   a. Compliances:
      i. ASTM C920, Type S, Grade NS, Class 50, Use NT, M, A, and O, capable of +100/-50 in normal field conditions.
      ii. ASTM C 1382 for use with EIFS wall systems at 100% extension.
   b. Service Temperature Range: Minus 40 to 180 degrees F (minus 40 to 82 degrees C).
   c. Shrinkage: None
   d. Movement Capability, ASTM C719: Plus or minus 50 percent.
   e. Extension, ASTM C 1382: 100%
   f. 100% Modulus, ASTM C 412: 35 psi.
   g. Tensile Strength, ASTM D412: 140-180 psi.
   h. Tear Strength, ASTM D1004: 40 pli.
   i. Ultimate Elongation at Break, ASTM D412: 800-1000 percent.
   j. Rheological, ASTM C639, sag in vertical displacement, 120 degrees F (49 degrees C): No sag.

k. Extrudability, ASTM C 1183: 2-3 sec.

l. Hardness, ASTM C661, Shore A: 17.

m. Weight Loss, ASTM C 1246, after heat aging: less than 10 percent.

n. Tack-Free Time, ASTM C 1246: 90 minutes.

o. Stain and Color Change, ASTM C 510: Passes, no visible stain.

p. Bond Durability, ASTM C719, on aluminum and concrete: Passes, plus or minus 50 percent movement.

q. Adhesion in Peel, ASTM C794: Aluminum: 35 pli, Concrete: 36 pli.

r. Artificial Weathering, ASTM G155, Xenon arc, 2,000 hours: No Cracking.

s. VOC Content: When mixed, 28 g/L, less water and exempt solvents.

t. Design Requirements: (Design number of joints and joint widths for maximum of plus or minus 50 percent movement).

i. Depth of sealant to be 1/2 width of joint.

1. Maximum Depth: 1/2 inch.

2. Minimum Depth: 1/4 inch.

3. Maximum Recommended Width: 1-1/2 inches.

2. Other exterior applications:

a. Compliances:

i. ASTM C920, Type S, Grade NS, Class 50, Use NT, T, M, A, and O excluding glass.

ii. ASTM C 1382 for use with EIFS wall systems at 100% extension.

b. Service Temperature Range: Minus 40 to 180 degrees F (minus 40 to 82 degrees C).

c. Shrinkage: None.

d. Movement Capability, ASTM C719: Plus or minus 50 percent.

e. 100% Modulus, ASTM C 412: 25-50 psi.

f. Tensile Strength, ASTM D412: 160-200 psi.

g. Tear Strength, ASTM D1004: 22 pli.

h. Ultimate Elongation at Break, ASTM D412: 700-900 percent.

i. Rheological, ASTM C639, sag in vertical displacement, 120 degrees F (49 degrees C): No sag.

j. Extension Rate, ASTM C1183: 48.10 mL/min.

k. Hardness, ASTM C661, Shore A: 17-23.

l. Weight Loss, ASTM 792, after heat aging: less than or equal to 1 percent.

m. Tack-Free Time, ASTM C679: Passes 3-5 hours.

n. Tack-Free Time By Touch: Pass 50-70 hours.

o. Stain and Color Change, ASTM C510: Passes, no visible stain.

p. Bond Durability, ASTM C719, on glass, aluminum, and concrete: Passes, plus or minus 50 percent movement.

q. Adhesion in Peel, ASTM C794:

i. Aluminum: 20.32 pli.

ii. Glass: 21.33 pli.

iii. Concrete: 16.21 pli

r. Adhesion in Peel, after UV radiation through glass, ASTM C794: 33 pli

s. Artificial Weathering, ASTM G155, Xenon arc, 2,000 hours: No Cracking.

t. VOC Content:

i. MasterSeal NP 100: 29 g/L, less water and exempt solvents.

ii. MasterSeal NP 100 Tint Base: 29 g/L, less water and exempt solvents.

u. Design Requirements: (Design number of joints and joint widths for maximum of plus or minus 50 percent movement).

i. Depth of sealant to be 1/2 width of joint.

1. Maximum Depth: 1/2 inch.

2. Minimum Depth: 1/4 inch.

3. Maximum Recommended Width: 1-1/2 inches.

2.03 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

D. Backerrods: ASTM C1330, Type C (closed-cell material with a surface skin), as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance or as noted on the drawings.

PART 3 – EXECUTION

1.01 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

1.02 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    a. Concrete.
    b. Masonry.
    c. Exterior insulation and finish systems.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    a. Metal.
    b. Glass.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

1.03 INSTALLATION

A. Backup Material:

1. Install appropriate size backer rod, larger than joint per manufacturer's recommendations, and in manner to provide concave sealant profile.
2. Where joint depth does not permit installation of backer rod, install adhesive-backed polyethylene bond-breaker tape along entire back of joint to prevent 3-sided adhesion of joint sealant.

B. Sealant:

1. Apply sealant in accordance with manufacturer's instructions.
2. Verify that temperature and moisture conditions are within manufacturer's acceptable limits.
3. Completely fill joint with sealant, filling from bottom up to avoid entrapping air.
4. Using clean, dry tool with rounded edge, and of appropriate width for each joint, tool freshly installed sealant to provide preferred concave profile, to ensure intimate contact between sealant and substrate, and to provide neat appearance. Where surface aggregate does not permit proper tooling, install sealant and backer rod so that face of joint is recessed behind exposed aggregate, and sealant is bonded to firm, even surface.
5. Use dry tooling method. Do not use tooling agents such as soapy water or solvents that have not been approved by sealant manufacturer.

C. Curing Time:

1. Elastomeric Sealant:
   a. Curing of joint sealants varies with temperature and humidity. The following times assume 75 degrees F, 50 percent relative humidity, and joints 1/2 inch wide by 1/4 inch.
      i. Skins: Within one hour.
      ii. Functional: Within three days.
      iii. Full Cure: Approximately one week.

1.04 INSPECTION

A. During execution of work, inspect work to ensure compliance with manufacturer's guidelines, these specifications when they exceed manufacturer's guidelines, the drawings, and good construction practice.

1. Refer to latest revision of ASTM C1521 for test methods and frequency.

2. Allow inspections of work and assist in testing requested by manufacturer's representative and architect/engineer.

B. Non-Compliant Work: If inspections reveal non-compliant work that was not installed per specifications, and/or manufacturer requirements, remove adjacent work until a location is reached where installation was performed properly. Assist in checking remainder of work.

1.05 CLEANING

A. Remove uncured sealant and joint filler with xylene, toluene, MEK, or other sealant manufacturer approved solvent.

B. Remove cured sealant by cutting with sharp-edged tool.

C. Remove thin films by abrading.

D. Remove debris related to application of sealants from project site per applicable regulations for hazardous waste disposal.

1.06 PROTECTION

A. Protect work from contaminating substances and damage resulting from other construction operations or other causes so that sealed joints are without deterioration or damage at time of project completion.

END OF SECTION

SECTION 099113
EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Primers.
2. Finish coatings.
3. Sealers and paints.

B. Related Requirements:

1. Section 09 96 00 "High-Performance Coatings" for tilelike coatings.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include preparation requirements and application instructions.
2. Indicate VOC content.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint Products: **5** percent, but not less than **1 gal.** of each material and color applied.

1.5 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Owner will select one surface to represent surfaces and conditions for application of each paint system.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
b. Other Items: Owner will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Owner at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations in writing.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. The Sherwin Williams Company (Basis of Design)

B. BLP Mobile Paint, Theodore, AL

C. Source Limitations: Obtain each paint product from single source from single manufacturer.

2.2 PAINT PRODUCTS, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by topcoat manufacturer for use in paint system and on substrate indicated.

B. Colors: As selected by Owner from manufacturer's full range of color.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Concrete: 12 percent.
2. Fiber-Cement Board: 12 percent.
3. Masonry (Clay and Concrete Masonry Units): 12 percent.
4. Wood: 15 percent.
5. Portland Cement Plaster: 12 percent.
6. Gypsum Board: 12 percent.

C. Portland Cement Plaster Substrates: Verify that plaster is fully cured.

D. Verify suitability of substrates, including surface conditions and compatibility, with finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems specified in this Section.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

3.3 INSTALLATION

A. Apply paints in accordance with manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
4. Primers may be omitted on items that are factory primed or factory finished if compatible with intermediate and topcoat coatings and acceptable to intermediate and topcoat paint manufacturers.

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written instructions, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written instructions.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
   1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
   2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
   3. Allow empty paint cans to dry before disposal.
   4. Collect waste paint by type and deliver to recycling or collection facility.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Owner, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

   1. Latex System

      a. Prime Coat: S-W Loxon Concrete & Masonry Primer, LX2W50
      b. Intermediate Coat: Matching topcoat.
      c. Topcoat: S-W Superpaint Exterior Latex, Flat (A80 Series) or Satin (A89 Series) or Gloss (A84 Series)

   2. Self-Cleaning Acrylic System

      a. Prime Coat: S-W Loxon Concrete & Masonry Primer, LX2W50
      b. Intermediate Coat: Matching topcoat.
      c. Topcoat: S-W Loxon Self-Cleaning Acrylic, Flat (LX13 Series) or Satin (LX14 Series)

B. Concrete Substrates, Traffic Surfaces:

1. Acrylic Floor Paint System

a. Prime Coat: Matching topcoat.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W Armorseal Tread-Plex Waterbased Acrylic Floor Coating, B90 Series)

2. Solvent-Based Pigmented Sealer System
a. Prime Coat: Matching topcoat.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W H&C Colortop Solvent Based Solid Color Concrete Sealer.

C. Concrete Masonry Unit Substrates:

1. Light Industrial Acrylic System:

a. Prime Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W Pro Industrial Acrylic Coating, EgShel B66-660, or Semi Gloss B66-650, or Gloss B66-600

2. High-Build Acrylic Waterproofing System: Dry film thickness of not less than 10 mils (0.25 mm).

a. Prime Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150
b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
c. Topcoat: S-W Loxon XP Waterproofing Masonry Coating, Flat (LX11 Series) or Satin (LX21 Series)

D. Portland Cement Plaster Substrates:

1. Latex System

a. Prime Coat: S-W Loxon Concrete and Masonry Coating, LX2W50
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W Superpaint Exterior Latex, Flat (A80 Series) or Satin (A89 Series) or Gloss (A84 Series)

2. High-Build Acrylic Waterproofing System: Dry film thickness of not less than 10 mils.

a. Prime Coat: S-W Loxon Concrete and Masonry Coating, LX2W50Intermediate Coat: Matching topcoat.
b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
c. Topcoat: S-W Loxon XP Waterproofing Masonry Coating, Flat (LX11 Series) or Satin (LX21 Series)

3. Water-Based, Light Industrial Coating System

   a. Prime Coat: S-W Loxon Concrete and Masonry Coating, LX2W50
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: S-W Pro Industrial Acrylic Coating, EgShel B66-660, or Semi Gloss B66-650, or Gloss B66-600

END OF SECTION

SECTION 09 96 00
HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of high-performance coating systems on the following substrates:

1. Exterior Substrates:

   a. Concrete
   b. Concrete masonry units (CMU).
   c. Stucco surfaces.

B. Related Requirements:

1. Section 01 35 16 "Alteration Project Procedures" for general remodeling, renovation, repair and maintenance requirements.
2. Section 04 01 10 "Masonry Cleaning" for cleaning existing unit masonry surfaces.
3. Section 09 91 13 "Exterior Painting" for special-use coatings and general field painting.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.

1. Indicate VOC content

B. Product List: For each product indicated, include the following:

1. VOC content.

1.4 CLOSEOUT SUBMITTALS

A. Coating Maintenance Manual: Provide coating maintenance manual including area

summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run,] that match products installed and
that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 1 gal. of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacture's label with the following information:

1. Product name and type (description).
2. Batch date.
3. Color number.
4. VOC content.
5. Environmental handling requirements.
6. Surface preparation requirements.
7. Application instructions.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 50 and 95 deg F.

B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

C. Do not apply exterior coatings in snow, rain, fog, or mist.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

PART 2 - PRODUCTS

1.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin- Williams Company (The); products indicated or equal.

1. Sherwin Williams ArmorSeal 8100 Water Based Epoxy Floor Coating, or approved substitution prior to bidding

B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 01 60 00 "Product Requirements," and the following:

1. Products are approved by manufacturer in writing for application specified.
2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.
3. Source Limitations: Obtain paint materials from single source from single listed manufacturer. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

1.2 HIGH-PERFORMANCE COATINGS, GENERAL

A. Material Compatibility:

1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a coating system, provide products recommended in writing by manufacturers of topcoat for use in coating system and on substrate indicated.
3. Provide products of same manufacturer for each coat in a coating system.

B. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall comply with VOC content limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC content limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Primers, Sealers, and Undercoaters: 200 g/L.
4. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
5. Floor Coatings: 100 g/L.
6. Shellacs, Clear: 730 g/L.
7. Shellacs, Pigmented: 550 g/L.

C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Service's "Standard Practice for the Testing of Volatile Organic Chemical Emissions from Various Sources Using Small Scale Environmental Chambers."

D. Colors: As selected by Architect from manufacturer's full range of standard and custom colors. Maximum of (3) three colors shall be selected.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.

1. Report in writing conditions that may affect application, appearance, or performance of paint.

B. Substrate Conditions:

1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

   a. Concrete: 12 percent.

2. Plaster Substrates: Verify that plaster is fully cured.

C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. ***Note: After demolition phase work, where existing plumbing or other items have been removed from existing surfaces to be re-finished, infill, patch, and repair any openings to match existing adjacent construction prior to prep & re-finishing work.***

C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

D. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.

E. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.

1. Clean surfaces with pressurized water. Use pressure range of 1500 to 4000 psi at 6 to 12 inches.
2. Abrasive blast clean surfaces to comply with SSPC-SP 7/NACE No. 4, "Brush-Off Blast Cleaning."

3.3 APPLICATION

A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

1. Use applicators and techniques suited for coating and substrate indicated.
2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not apply coatings over labels of independent testing agencies or equipment

name, identification, performance rating, or nomenclature plates.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.

1. Contractor shall touch up and restore coated surfaces damaged by testing.
2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

END OF SECTION

SECTION 131108.03
EPOXY ADHESIVES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. GENERAL:

1. The work includes furnishing all labor, materials, equipment, supervision, regulatory documentation, permits and services necessary to perform the requirements of this section
2. The contractor will inspect to ensure that all surfaces are prepared for the work included under this section.

B. PRODUCTS:

1. Epoxy adhesives
2. Epoxy crack repairs

C. COORDINATION:

1. All adhesive and crack repair materials used as a finished surface shall be color coordinated to adjacent surfaces

D. QUALITY

1. Material used shall be labeled for the application

1.2 BASIS FOR MATERIAL SELECTION

A. PRODUCTS: The products listed in Part 2 have been selected as a basis of design to ensure compatibility of materials. Equal products provided by a single manufacturer are acceptable upon pre-approval before bidding.

B. MANUFACTURER
450 East Copans Rd
Pompano Beach Fl, 33064
800.892.1880
Fax 800.362.3320
http://www.atcepoxy.com/

C. DATA: The manufacturer requires that all data sheets remain intact. These sheets are found attached at the end of this section.

1.3 WARRANTY

A. Manufacturers' warrantee shall apply

PART 2 - PRODUCTS

2.1 EPOXY ADHESIVE

A. AVAILABLE PRODUCTS:

1. UltraBond 4CC by Adhesive Technologies Corp. or equal

B. APPLICATION:

1. Anchoring inserts
2. Doweling of rebar

2.2 BONDING CONCRETE TO CONCRETE

A. AVAILABLE PRODUCTS:

1. Ultrabond 2000 for fast set applications by Adhesive Technologies Corp. or equal
2. Ultrabond 5100 for slow set damp applications by Adhesive Technologies Corp. or equal
3. Ultrabond 5000 for slow set applications by Adhesive Technologies Corp. or equal

B. APPLICATION:

1. Handicap accessible steps to existing concrete walls, bottom and adjacent steps

A. Available Products:

1. Crackbond SLV302 by Adhesive Technologies Corp. or equal

2.4 SMALL CRACK REPAIRS

A. Available Products:

1. Crackbond LR321 by Adhesive Technologies Corp. or equal
2. Cracks ranging from 1/8" to ¼" size

2.5 LARGER CRACK REPAIRS

A. Available Products:

1. Ultrabond 5100 for slow set damp applications by Adhesive Technologies Corp. or equal

2. Cracks larger than 1/4"

2.6 **CONCRETE VOID REPAIR**

A. Epoxy injection
B. Basis for design

1. Sikadur 52	Epoxy injection material
2. Sika 31 Hi Mod	Epoxy paste for injection ports and cracks between ports
3. Sida Fix HH	Urethane Injection for water seal

PART 3 - EXECUTION

3.1 **See manufacturer's information**

END OF SECTION

SECTION 13 11 09.07
POOL SURFACE PREPARATION

PART 1 - GENERAL

1.1 GENERAL:

A. This Contractor is referred to the General and Special Conditions of the Contract which shall form a part and be included in this section of the specification and shall be binding on this Contractor.

B. It is the intention of these specifications and drawings to call for finished work, tested and ready for the addition of a new surface. Whenever the work "provide" is used, it shall mean "furnish and install complete and ready for use".

C. The work includes furnishing all labor, materials, equipment, supervision, regulatory documentation, permits and services necessary to remove the existing surface and repair/prepare the substrate to receive the new coating material.

D. Requirements for handling and disposal of demolished material shall be shown elsewhere.

E. The pool consultant and the new coating manufacturer's technical representative will inspect the surface preparation work

F. The contractor will perform the draining, filling and balancing of the pool water to a Saturation Index between +0.2 and -0.2

G. The Contractor shall coordinate the work with the owner and other contractors affected by the work

H. Minor details not usually shown or specified, but necessary for the proper execution shall be included in the work, the same as if herein specified or shown.

I. Some items of equipment are specified in the singular; however, the Contractor shall provide and install the number of items or equipment as indicated on the drawings, and as required for complete systems.

1.2 SECTION INCLUDES:

A. Surface Preparation of

1. Existing specialty deck coatings
2. Existing painted surfaces

3. Existing epoxy coatings
4. Existing plaster coatings
5. Existing specialty plaster coatings
6. Existing concrete surfaces
7. New concrete surfaces

1.3 REFERENCED SECTIONS:

A. Section 131105 Structural Demolition

1.4 WARRANTY

A. Warranty for bonding of all materials to the existing substrate shall be 5 years from acceptance by the owner.

B. Warranty that the new surface will remain intact along adjacent surface components for 5 years from acceptance by the owner.

PART 2 - PRODUCTS

2.1 NOT REQUIRED

PART 3 - EXECUTION

3.1 EQUIPMENT

A. Equipment used for the procedure selected shall be
   1. Compatible with all job site regulatory and safety standards.
   2. Compatible with all existing utility requirements.

3.2 METHODS

A. DETERGENT SCRUBBING

   1. CHEMICAL
      a. Alkaline detergent solution as required to remove oil, grease, buildup and loose dirt

   2. Equipment
      a. Machine surface scrubbing equipment
      b. Cleaning hand tools
      c. Surface rinsing equipment
      d. Equipment for the removal of spent materials and debris
      e. Personal safety equipment

B. ACID ETCHING

1. CHEMICAL
    a. Hydrochloric acid

2. EQUIPMENT
    a. Machine surface scrubbing equipment
    b. Cleaning hand tools
    c. Surface rinsing equipment
    d. Equipment for the removal of spent materials and debris
    e. Personal safety equipment

C. MECHANICAL SCARIFICATION

1. Shot blasting
    a. Materials available includes steel, glass, sand or organic materials
    b. Wheel blast technology shall be considered
    c. Post shot blast clean up
2. Submit for review

D. WATER JETTING

1. High pressure range up to 5,000 psi
2. Ultra high pressure from 5,000 psi to 40,000 psi

3.3 EXAMINATION

A. Determine the manufacturer's surface profile (Concrete Surface Profile CPS value) required for the new coating
B. Determine the contaminants to be removed
C. Determine the condition of the substrate
D. Select the means and materials for the removal of the contaminants
E. Select the means and materials for the removal of non-durable concrete
F. Select the materials for the post removal substrate repair as needed
G. Determine the residual materials used for surface preparation

3.4 DISPOSAL

A. Determine the materials being use for the removal of the surface material
B. Determine the residual materials used for surface preparation
C. Determine the method of disposal

3.5 SUBMITTAL

A. Submit for review findings and selection of the processes in 3.1, 3.2 and 3.3 above

3.6 TESTING

A. Review relevant specification sections and drawings
B. Surface pH test
   1. Wet surface with distilled water
   2. Test the wet surface with pH paper
   3. If pH is 10 or lower additional surface preparation will be required
   4. If the contaminants cannot be removed then submit details for an oil tolerant epoxy system.
C. MOISTURE VAPOR TRANSMISSION
   1. ASTM-F-1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
   2. ASTM-F-2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes.
   3. ASTM-D-4263 Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method. This test is only an indication and should not be used to determine moisture migration.
D. SURFACE PROFILE
   1. Surface CSP value required after consulting with the manufacturer of the finished surface to be applied
   2. Surface CSP value test as required by the manufacturer of the finished surface material

3.7 RELATED ASTM STANDARDS FOR SURFACE PREPARATION

A. ASTM-D-4258 Standard Practice for Surface Cleaning Concrete for Coating
B. ASTM-D-4259 Standard Practice for Abrading Concrete
C. ASTM-D-4260 Standard Practice for Acid Etching Concrete
D. ASTM-D-4261 Standard Practice for Surface Cleaning Concrete Unit Masonry for Coating
E. ASTM-D-4262 Standard Test Method for Ph of Chemically Cleaned or Etched Concrete Surfaces
F. ASTM-C-811 Standard Practice for Surface Preparation of Concrete for Application of Chemical Resistant Resin Monolithic Surfacing
G. ASTM-E-1575- 18 Standard Practice for Pressure Water Cleaning and Cutting

3.8 POOL STRUCTURAL REPAIR:

A. STANDARDS

   1. ICRI 03730 Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion
   2. ICRI 03730 Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings and Polymer Overlays.
   3. ACI 546R-04 Concrete Repair Guide

B. SUBSTRATE PREPARATION PER MATERIAL MANUFACTURER'S GUIDELINES

C. REINFORCING MATERIAL

1. Exposed reinforcing steel is to be mechanically cleaned of all rust and other contaminants in accordance with ICRI 03732.
2. Prime the steel with ARDEX Bonding and Anti-Corrosion Agent or equal product provided or recommended by the finished coating manufacturer
3. Dormant cracks and joints greater than 1/16" shall be filled with a joint-filler as provided by the finished coating manufacturer.

3.9 DETERGENT SCRUBBING

A. PURPOSE: Surface preparation for acid etching, application of sealers, surface hardeners or adhesive bonding.

B. LIMITATION of WORK: Limited to the removal of water soluble or detergent-emulsifiable contaminants such as loose debris, superficial removal of oil, grease, organic or inorganic residues, some acrylic, wax, or rubber membranes, rust, and other oxidation deposits from concrete surfaces. Absorbed fluids such as oils and grease may require several treatments to achieve acceptable results. Holes and open pores at the surface may be scrubbed to a depth of 6 to 10 mils.

C. PROFILE

1. Per ICRI CSP 1-10 provide a clean surface devoid of oil, grease, buildup and loose debris without altering the surface texture or appearance.
2. If etching is required by the coating manufacturer then the surface shall be cleaned to allow for the chemical etching process

D. MECHANICAL SCRUBBING

1. Machine scrubbing on open or confined horizontal and/or vertical surfaces
2. Equipment example
   a. For vertical surfaces Karcher International Model BD 175C with brush stiffness needed for cleaning the surface
   b. For horizontal surface use automatic scrubbing machine or single disc machine
   c. Equal equipment acceptable.

E. RINSE

1. Low pressure (less than 5,000 psi) shall be used to rinse the cleaning chemical, sludge and loose debris from all surfaces.
2. The process shall not produce any measureable removal of sound concrete surface

F. STANDARDS

1. Visual inspection shall show no dirt, oil, grease or debris
2. The prepared surface shall be free of bond-inhibiting barriers
3. The prepared surface shall able to accepted the proposed coating application
4. Gloss meter or slip tester/traction recorder. See Section 13 11 04
5. A test area shall be hand scrubbed using the same chemical solution. Recovered solution shall be clear

G. SUBMITTAL

1. Coating manufacturer's instructions for preparation of the surface type to receive the coating

    a. MSDS Sheets for the chemical cleaner(s) to be used
    b. List of equipment to be used
    c. Process of using the cleaner(s) and equipment

2. ENVIRONMENTAL

    a. Containment, disposal and/or special handling of cleaning materials, sludge and debris
    b. See Section 13 11 05

3. SAFETY

    a. Submit OSHA required personal protective equipment per MSDS sheets
    b. Submit emergency plan for evacuation of the work space and adjacent spaces

3.10 ACID ETCHING

A. PURPOSE: Remove cement from the surface and pores of the concrete exposing the fine aggregate of the concrete to allow for the application of sealers or thin-film epoxy, urethane, acrylic and alkyd coatings. Typical depth of removal shall be 4 to 10 mils

B. EXAMINATION: Ensure that the concrete aggregate shall not be affected by the acid solution

C. LIMITATION of WORK:

1. Limited to the removal of cement materials at the surface of the concrete and dislodging slight traces of oils, grease or dirt remaining after the final rinse of a detergent scrubbing.
2. Concrete shall be greater than six weeks (completely cured).
3. Shall not be used on metallic hardened surfaces

D. CHEMICAL

4. Hydrochloric acid
5. Control solution strength and volume to limit the depth of the chemical attack to not greater than 10 mils

E. PROFILE

1. Per ICRI CSP 1- 3

   a. Provide a clean, dull even appearance surface with no noticeable patterns
   b. Texture similar to 120 grit sandpaper
   c. Devoid of oil, grease, buildup and loose debris

F. PROTECTION

1. Review the MSDS sheet for hydrochloric acid
2. Make provisions to protect all other surfaces from fumes and direct contact with the hydrochloric acid
3. Interior applications require special preparation for air handling systems, other mechanical, plumbing and building components
4. Store the acid separate from the cleaning solution chemical(s)
5. Exhaust of fumes shall require safety provisions

G. TYPICAL PROCESS

1. Thoroughly wet the concrete surface ensuring that no standing water remains
2. Apply the mixed solution uniformly over the surface at an approximate rate of 100 ft^2 per gallon
3. Agitate the acid solution with stiff bristle brush or power brush for 5 to 10 minutes not allowing the surface to dry
4. Rinse with clean water at building water pressure or use a pressure washer not to exceed 1,000 psi
5. Vacuum residue
6. Scrub with an alkaline detergent and vacuum residue to remove the etching debris
7. Rinse with clean water at building water pressure or use a pressure washer not to exceed 1,000 psi
8. Vacuum residue
9. Allow the surface to dry.

H. STANDARDS

1. Compare all observations to the coating manufacturer's requirements.
2. Visual inspection shall show a fine grained surface profile with no white residue, dirt or debris
3. Check the surface using a moisture meter
4. Check the surface pH

5. The surface shall be free of bond-inhibiting barriers and debris
6. The prepared surface shall able to accepted the proposed coating application

I. SUBMITTAL

1. Coating manufacturer's instructions for preparation of the surface type to receive the coating

   a. MSDS Sheets for the acid to be used
   b. List of equipment to be used
   c. Process of using the etching acid and equipment

2. Environmental

   a. Containment, disposal and/or special handling of cleaning materials, sludge and debris
   b. See Section 13 11 05

3. Safety

   a. Submit OSHA required personal protective equipment per MSDS sheets
   b. Submit emergency plan for evacuation of the workspace and adjacent spaces.

END OF SECTION

SECTION 131110.01
POOL SIGNAGE

NOTE: REPLACE SIGNAGE AROUND THE POOL FOR WATER DEPTH.

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. GENERAL:
1. The work includes furnishing all labor, materials, equipment, supervision, regulatory documentation, permits and services necessary to perform the requirements of this section
2. The contractor will inspect to ensure that all surfaces are prepared for the work included under this section.
3. Signage shall comply with all requirements of all authorities having jurisdiction

B. PRODUCTS:

1. Pool Signs
2. Pool Safety Equipment

C. COORDINATION:
1. Mounting surface has been prepared

D. QUALITY
1. Specified materials selected shall meet the operational requirements for the pool

1.2 WARRANTY

A. Manufacturers' warranty shall apply

PART 2 - PRODUCTS

2.1 SIGNAGE FOR POOLS, SPAS and SPECIALTY POOLS

A. Materials of fabrication for all signs
1. Surface-mount sign black print on a white substrate
2. Suitable for indoor or outdoor applications
3. Ambient temperature range from -40° F to 180° F.
4. UV - stable ink
5. Enamel-coated aluminum
6. UV, chemical, abrasion and moisture resistant
7. Aluminum signs have 0.20 in mounting holes in each corner
8. Mounting anchor and hardware shall be stainless steel.

B. Materials for Signs and Mounting Signs
1. Non-corrosive.

2. Meets or exceeds all jurisdictional rules
   a. Letter/number height and font
   b. Contrasting letters/numbers to a light background
3. Aesthetically acceptable to the owner

C. A "Pool Rules" sign
1. Minimum of 1" letter/number text height.
2. Black ink with white background
3. Block font, no underlines, all capital letters
4. Sign shall be posted at each access point of the pool area
5. Sign must include the following items.
   a. Swimming is permitted only while lifeguards are present and on duty.
   b. Children under 10 years of age must be accompanied by an adult 18 years of age or over.
   c. All children who are not toilet-trained must have a swim diaper and a bathing suit and/or plastic pants.
   d. Running, rough play, horseplay, dunking, and/or throwing children is not allowed. Inappropriate language will not be tolerated.
   e. Excessive breath-holding and breath-holding games are prohibited.
   f. Before entering the pool, patrons must shower with soap and rinse.
   g. Glass containers, food, drinks, gum, animals, tobacco products, alcohol, drugs, and firearms are prohibited from MPRD pool decks and locker rooms.
   h. Children less than 4 ft. tall must be accompanied by a parent, guardian, or instructor IN THE WATER unless the swimmer has demonstrated he/she could pass a deep end test each time the child attends the pool.
   i. Persons with rashes, open wounds or sores are not allowed in the water.
   j. Appropriate swim attire is required: lined swimsuits and trunks only. (No jeans or cut-offs.)
   k. No climbing, hanging, or tampering with lane lines, lifeguard, or facility equipment.
   l. Only one person is on a ladder at a time.
   m. Lifeguards must approve all toys and flotation devices – SCUBA and other large equipment are prohibited.
   n. Diving is only allowed in designated areas. Flips, twists, and backward jumps are not allowed.
   o. MPRD is not responsible for any lost or stolen items.
   p. Lightning Policy – The pool will require immediate closure of all pools in the event that lightning or thunder is present in or around the area. The pools will remain closed until 30 minutes past the last visible lightning strike or episode of thunder. 4 minutes reset if additional lightning or thunder is seen or heard.
   q. The lifeguard is the authority in the pool and locker rooms. Failure to comply with the rules may result in dismissal from the pool and locker room areas.
   r. Jewelry should not be worn in the pool.
6. Final configuration of the signage to meet all requirements for the local authority having jurisdiction (typically the health department).

D. Provide "CHILDREN SHOULD NOT USE THE SWIMMING POOL WITHOUT ADULT SUPERVISION" signs
   1. Minimum of 4" letter/number text height.
   2. Black ink with white background
   3. Block font, no underlines, all capital letters
   4. Sign shall be posted at each access point of the pool area

E. Provide one "EMERGENCY TELEPHONE" information sign
   1. Minimum of 4" letter/number height
   2. Black ink with white background
   3. Block font, no underlines, all capital letters
   4. Sign shall be posted adjacent to the emergency telephone
   5. Sign information includes
      a. Dialing instructions for 911
      b. Telephone number for the location of the pool
      c. Complete address for the location of the pool

F. Provide "POOL CLOSED" sign(s)
   1. Minimum of 4" letter/number height
   2. Black ink with white background
   3. Block font, no underlines, all capital letters
   4. One sign for each entrance to the pool area.
   5. Provisions to be made for temporary mounting each sign. Materials used for mounting shall be non corrosive
   6. Placement to be visible from outside of the natatorium or pool fence

PART 3 - EXECUTION

3.1 Confirm all mounting surfaces conditions to receive the signage mounting.

3.2 Clean up all mounting debris. Repair mounting surfaces as required using the same finish materials original used.

CAPITAL CONTRACT SUMMARY SHEET

C#5678

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
The contractor shall make any necessary repairs and improvements to the swimming pool's shell, equipment, and decking. The contractor shall provide a single trade service and will not be using any sub contractors.

Amount of Contract:
$362,500.00

Funding Source
PR-002-26

ATTACHMENTS:
1. Resolution
2. Kidd-pool-k-PR-2-26

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

2026

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 Mayor and City Clerk be, and they hereby are, authorized and directed o 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:	Alabama Poolworks LLC
Project Name:	CIP John Kidd Park – Pool Repair & IMP
Project Number:	PR-002-26
Amount:	$362,500.00

Adopted:

_____

City Clerk

CONTRACT ROUTING CHECKLIST

DATE OF SUBMITTAL: 02/03/2026 CIVICCLERK or ADOBE

DATE OF ROUTING: ROUTING TYPE:

PROJECT MANAGER: ROGER WASHINGTON Office Assistant I

PROJECT NAME:	JOHN KIDD PARK - POOL REPAIRS AND IMPROVEMENTS	✔	✔
PROJECT LOCATION:	800 EAST ST	✔	✔
PROJECT #:	PR-002-26	✔	✔
VENDOR NAME:	ALABAMA POOLWORKS, LLC	✔	✔
MUNIS VENDOR #:	290766		✔
CONTRACT AMOUNT:	$ 362,500.00 **RETAINAGE HELD?** Y or N Y	✔	✔
CIP-FUNDED:	**YES:** ✔ **NO:**	✔	✔
FUNDING ACCOUNT #:	F538-001		✔
WAS AVAILABLE BALANCE VERIFIED:			✔

RESOLUTION		✔
CAPITAL CONTRACT SUMMARY SHEET		✔
CONTRACT WITH VENDOR SIGNATURE	✔	✔
CONTRACT WITH NOTARY (ALL CONTRACTS OVER $15K)	✔	✔
SCOPE OF WORK EXHIBIT	✔	✔
BID / QUOTE FORM		✔
BONDS (CONSTRUCTION CONTRACTS OVER $50K)		✔
SUBCONTRACTING & MAJOR SUPPLIER PLAN and/or DBE WAIVER		✔
SECRETARY OF STATE FORM		✔
E-VERIFY		✔
CERTIFICATE OF INSURANCE	✔	✔
OTHER DOCUMENTS AS NEEDED (i.e. B.S. GENERAL CONDITIONS)		
AGENDA ITEM SUMMARY SHEET		

CONTRACT TYPE ○ DESIGN ● CONSTRUCTION ○ SERVICE ○ OTHER:

ORIGINAL FUNDING SOURCE F538-001 **DBE WAIVER %** 100

BRIEF SCOPE OF WORK SUMMARY:

REPAIRS TO SWIMMING POOLS, ALL COMPONENTS, AND POOL DECKING.

ESTIMATED PROJECT COST (INCLUDE INFORMATION IF APPLICABLE AND AVAILABLE)

PROFESSIONAL DESIGN SERVICES			
A/E DESIGN FEE			
GEOTECHNICAL FEE			
SURVEY FEE		**TOTAL**	
CONSTRUCTION COST	$ 328,000.00		
CONTINGENCY ALLOWANCE	$ 22,500.00		
OTHER		**TOTAL**	$ 362,500.00

ESTIMATED PROJECT MILESTONES

EXECUTED CONTRACT / NTP				03/01/2026	(DATE)
DESIGN DELIVERABLES	SCHEMATIC DESIGN		(WEEKS)		(DATE)
	DESIGN DEVELOPMENT		(WEEKS)		(DATE)
	CONSTRUCTION DOCUMENTS		(WEEKS)		(DATE)
ADVERTISEMENT - BID & AWARD			(WEEKS)		(DATE)
CONSTRUCTION COMPLETION		90 days	(WEEKS)	05/25/2026	(DATE)

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: John Kidd Park - Swimming Pool Repairs and Improvements

CAPITAL PROJECT # F538-001 **DATE OF RECEIPT**_____

DEPT. PROJECT # PR-002-26

PROJECT DESCRIPTION Contractor to make any necessary repairs and improvements to the pools shell, equipment, and decking.

CONTRACT AMOUNT $ 362,500.00

VENDOR NAME Alabama Poolworks LLC

VENDOR NUMBER 290766

DEPT # 3030 **DEPT NAME** Real Estate Asset Management

CONTRACT ADMINISTRATOR CarleenStout-Clark(DirectorofREAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y**_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: Stacey Howard Stacey Howard (Feb 4, 2026 14:47:48 CST) **Date** 2/4/2026

Revised 5/16/2022 Tiffany Hollins

STANDARD SERVICES 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:	**Alabama Poolworks LLC** **c/o Danielle Gimbel** **22347 Miflin Road** **Foley, AL 36535** **City Business License No.: 290766**
For the following Project:	**JOHN KIDD PARK- Swimming Pool Repairs and Improvements** **800 East St,** **Mobile, AL 36610** **Project Number: PR-002-26**
Project Manager:	**Architectural Engineering Department** **P O Box 1827** **Mobile, Alabama 36633**

MASTER A101 AGREEMENT
STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and **ALABAMA POOLWORKS, LLC**, hereinafter referred to as "Contractor."

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 **a request for bids** on December 30; 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 JOHN KIDD PARK SWIMING POOL REPAIR AND 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 three hundred sixty-two thousand five hundred and 00/100 dollars ($362,500), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$328,000
Contingency Allowance:	$10,000.00
Third-Party Inspection Allowance:	$2,500.00
Plumbing Allowance:	$5,000.00
Electrical Allowance:	$5,000.00
Total Bid:	$350,500
Alternate: (if none available put N/A)	$12,000
Total Contract Sum:	$362,500

B. Alternates (if any included in the contract sum)

Item: Pool Lighting Instillation Price: $12,000

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 $362,500 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 Director of Real Estate Asset Management, Carleen Stout, or successor.

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 Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, 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 Project Manager t 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager 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 Small Business 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 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 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.)

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 ALABAMA POOLWORKS,LLC has completed the contract for JOHN KIDD PARK- Swimming Pool Repairs and Improvements located at 800 East St, Mobile, AL 36610, Project Number: PR-002-26. 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 Director of Real Estate Asset Management 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 City's 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 City and or 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 above and on any additional exhibits, 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 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 prior to or on May 1, 2026 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 Services 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. Other Exhibits:
EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE

EXHIBIT E: E-VERIFY DOCUMENTS

D. 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	AIA Document A101

f.	Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 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 Form and City of Mobile Vendor Information Form
g.	Section 00700	General Conditions of the Contract for Construction-Document A201

Pages 221-261 of bid package included as built drawings for various swimming pools included in bid package- those documents have been excluded from contract as they were provided for historical information and do not include specifications for current construction.

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 Substantial Completion is delayed beyond the required date of Substantial Completion shall be $250 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.

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 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.

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.

G. 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.

H. The Contractor is solely responsible for its compliance with the ADA and must defend and hold the City harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor. The Contractor's responsibilities related to ADA compliance include all ADA requirements in Summary of the Work, scope of work, and other included contract documents.

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 Carleen Stout, Director of Real Estate Asset Management.

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, REAM
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Alabama Poolworks LLC
c/o Danielle Gimbel
Contractor's Authorized Agent
22347 Miflin Rd
Foley, AL 36535

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. Joint Preparation/Review 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.

[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

By: _____

Danielle Gimble, as Member(owner) Alabama Poolworks LLC

Date: 1/29/26

State of Alabama }
County of Baldwin }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Danielle Gimble whose name as Member (owner) of the Alabama Poolworks 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 29th day of January, 2026

_____
Notary Public
Print Kathie Johnson
My commission expires: 5/1/26

(Seal)

KATHIE JOHNSON
My Commission Expires
May 1, 2029

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____
City Clerk

REV.11/03/2025

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 A

MOBILE
ALABAMA

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
PROJECT NAME: John Kidd Park – Swimming Pool Repairs and Improvements
PROJECT NUMBER: PR-002-26

Exhibit A: Scope of Work

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary for improvements at John Kidd Park, located at 800 East St, Mobile, AL 36610.

Work includes, but is not limited to, the following:

- Kiddie Pool: A wading pool, featuring gradual slope entry with an ADA-compliant ramp for accessible access
    - Demolition & Preparation: Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare surfaces to a sound substrate using diamond grinding tools.
    - Coping & Deck Safety: Contractor shall replace all coping posing trip hazards to meet compliance with ADA Sections 303.2 and 303.3, using bullnose coping (COF ≥ 0.6 wet).
    - ADA Ramp & Grip Rails: Contractor shall regrade ADA ramp to a maximum 1:12 slope, minimum 36" width, and cross-slope not exceeding 1:48; install ADA-compliant stainless steel handrails (Type 304/316).
    - Contractor shall install grip rails meeting ADA height and clearance requirements (Type 304/316, 1.25–2 inch diameter, mounted 33–38 inches above deck).
    - Deck Safety Markers: Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC).
    - Tile Work: Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet).
    - Skimmers and Main Drain: Contractor shall install skimmers and main drain to improve deck water management.
    - VGB Compliance: Contractor shall install VGB-certified drain covers; conduct sump test and document results.
    - Jets & Returns: Contractor shall replace jets and returns with NSF/ANSI 50-certified fittings; leak stop fittings are required.
    - Plastering: Contractor shall repair plaster above the waterline, patching cracks or voids with hydraulic cement or epoxy fillers; replaster pool with marcite or quartz aggregate finish (3/8–1/2" thickness) per ANSI/APSP-10.
- Adult Pool: A rectangular shaped swimming pool equipped with lap lanes, swim lane tile markings
    - Demolition & Preparation: Contractor shall remove and replace deteriorated coping, tiles, plaster, and fittings; prepare surfaces to a sound substrate.

- Coping & Deck Safety: Contractor shall replace coping causing trip hazards; repair cracked coping joints.
- ADA Ramp & Grip Rails: Contractor shall install ADA compliant grip rails at entry/exit points, ensuring length matches depth per ADA 1009.3; reset/replace all rail anchors; polish/refurbish or replace grip rails.
- Deck Safety Markers: Contractor shall install deck depth markers at all slope changes and depth points; install "NO DIVING" signage.
- Tile Work: Contractor shall install new swim lane tiles per USA Swimming specifications; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet).
- Skimmers and Main Drain: Contractor shall install skimmers and main drain.
- VGB Compliance: Contractor shall install VGB-certified drain covers; provide documentation to City; conduct sump test and document results.
- Jets & Returns: Contractor shall replace jets and returns with NSF/ANSI 50-certified fittings; leak stop fittings are required.
- Plastering: Contractor shall re-plaster pool per ANSI/APSP-10 standards.
- Pump Room Equipment Upgrades: Contractor shall remove old sand filter and replace with new sand filter to include manifolds, manifold supports, gauge differential panel, and auto relief valve; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP).

Kidd, Figures, Dotch, Hillsdale Pool Renovation

Days 1–7 | Mobilization & Pre-Construction

- Notice to Proceed
- Submittals approved (tile, coping, plaster, equipment)
- Site setup, fencing, utility locates
- Drain pools, safety prep
- Third-party pool inspection

Days 8-20 | Demolition & Surface Prep

- Remove tile, plaster (both pools)
- Remove skimmers, main drains, fittings
- Diamond grind and prep shell
- Initial shell inspection
- Third-party pool inspection

Days 21-28 | Structural Repairs, Coping & ADA Ramp

- Shell crack and void repairs
- Replace/reset coping
- Regrade and reconstruct ADA ramp (kiddie pool)
- Set rail anchors and embeds
- Third-party pool inspection

Days 29-40 | | Equipment Installation & Electrical

- Remove old filter and pump
- Install new sand filter system
- Install new EQ series pump (7.5 HP)
- Electrical bonding, grounding, and hookups
- Third-party pool inspection

Days 41-50 | Plumbing & Mechanical Rough-In

- Install skimmers and main drains
- Install VGB sumps and covers
- Replace jets and returns
- Pressure testing
- Pump room rough-in
- Third-party pool inspection

Days 51-60| Tile Installation

- Waterline tile (both pools)

- Step tiles and ADA contrast tiles
- Swim lane tile (adult pool)
- Grout and cure
- Third-party pool inspection

Days 61-70 | Bond Coat & Plaster

- Final surface prep
- Apply BondKote
- Plaster kiddie pool & adult pool
- Initial curing procedures
- Third-party pool inspection

Days 71-75 | Deck Safety, Rails & Signage

- Install grip rails and handrails
- Install depth markers
- Install "NO DIVING" signage
- Final coping and deck interface touch-ups
- Third-party pool inspection

Days 76-84| Testing, Inspections & Punch List

- VGB sump testing & documentation
- Third-party pool inspection
- City/Health Dept. inspections
- Punch list corrections

Days 85-90 | Fill, Startup & Demobilization

- Fill pools
- Chemical startup (if included)
- Final walkthrough
- Demobilization and site cleanup

- **Note*- For every rain day we are given two Additional days**

- **Note *- We plan to start all locations at the same time to ensure we can get these pools done before season opens**

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:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization	$34,000.00	$0.00	$0.00	$0.00	$0.00		$34,000.00	$0.00
2	Demolition Phase completion	$85,000.00	$0.00	$0.00	$0.00	$0.00		$85,000.00	$0.00
3	Structural Underground Phase	$85,000.00	$0.00	$0.00	$0.00	$0.00		$85,000.00	$0.00
4	Finishes Phase	$102,000.00	$0.00	$0.00	$0.00	$0.00		$102,000.00	$0.00
5	Final Completion and Demobilizaion	$34,000.00	$0.00	$0.00	$0.00	$0.00		$34,000.00	$0.00
6	Contingency - General	$10,000.00	$0.00	$0.00	$0.00	$0.00		$10,000.00	$0.00
7	Contingency - 3rd Party Inspect.	$2,500.00	$0.00	$0.00	$0.00	$0.00		$2,500.00	$0.00
8	Contingency - Plumbing	$5,000.00	$0.00	$0.00	$0.00	$0.00		$5,000.00	$0.00
9	Contingency - Electrical	$5,000.00	$0.00	$0.00	$0.00	$0.00		$5,000.00	$0.00
10		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
11		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
	GRAND TOTALS	$362,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$362,500.00	$0.00

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

Exhibit C

Exhibit D

Client#: 7778 ALAPO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124	CONTACT NAME: Karen Fetterman PHONE (A/C, No, Ext): 334 273-7277 FAX (A/C, No): 334-273-9197 E-MAIL ADDRESS: kfetterman@hdbinsurance.com
INSURED Alabama Pool Works, LLC 22347 Miflin Rd Foley, AL 36535-9242	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Wilmington Insurance Co. — 999999 INSURER B : Wesco Insurance Company — 25011 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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	CPP02265	04/17/2025	04/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	BAD02266	04/17/2025	04/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	XLD02267	04/17/2025	04/17/2026	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3775150	04/17/2025	04/17/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Equipment Floater			CPP02265	04/17/2025	04/17/2026	$25,000	

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

Project: PR-002-23 - John Kidd Park

City of Mobile named as Additional Insured on the General Liability and Automobile Liability policies on a Primary and Non Contributory basis as their interest may appear regarding work performed or services provided by the named insured for referenced project, where required by written contract and subject to the (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Mobile 48 N. Sage Ave Mobile, AL 36607	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 David J. Dennis

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TASK

DESCRIPTIONS (Continued from Page 1)

policy terms, conditions, and exclusions. Waiver of Subrogation applies to the additional insured with respect to General Liability and Auto Liability, where required by written contract and subject to the policy terms, conditions, and exclusions. Umbrella Liability is follow form over General Liability, Auto Liability and Workers Compensation. 30 day Notice of Cancellation is provided per policy terms, conditions, and exclusions.

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
City of Mobile 48 N Sage Ave, Mobile, AL 36607	All locations
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.

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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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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
City of Mobile 48 N Sage Ave, Mobile, AL 36607	All locations
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Bond # OFB7482639

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, **Alabama Poolworks, LLC,** 22347 Miffin Road, Foley, Alabama 36535_ hereinafter called the Principal, and **Old Republic Surety**, 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 T**hree Hundred Sixty-Two Thousand Five Hundred** and 00/100 dollars ($$362,500) 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 4th day of February,2026 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 **John Kidd Park Swimming Pool Repair and Improvements** 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 4th day of February, 2026.

CONTRACTOR AS PRINCIPAL
Company: ALABAMA POOLWORKS, LLC
(Corporate Seal)

By: Johnny Gimbel
(Signature)

Name and Title: Johnny Gimbel President

SURETY
Company:Old Republic Su
(Corporate Seal)

By: D. J. Dennis
(Signature)

Name and Title: David Dennis, Attorney-in-Fact_

Resident Agent: D. J. Dennis
(Signature)

Name and Title: David Dennis, Agent
Company Name:Harmon-Dennis-Bradshaw
Address:4131 Carmichael Road, 36106
Phone and Fax: 334-517-1827 (fax) 273-9197

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

Bond # OFB7482639

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,Alabama Poolworks, LLC, 22347 Miffin Road, Foley, Alabama 36535, as Principal, and **Old Repblic Surety**, 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 **Three Hundred Sixty-Two Thousand Five Hundred** and 00/100 dollars ($362,500) 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 4th day of February, 2026 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete **John Kidd Park Swimming Pool Repair and Maintenance** 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 **David Dennis, 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 this4th day ofFebruary, 2026

CONTRACTOR AS PRINCIPAL
Company: Alabama Poolworks, LLC
(Corporate Seal)

By: Johnny Gimbel
(Signature)

Name and Title:
Johnny Gimbel President

SURETY
Company:Old Republic
(Corporate Seal)

By: D. J. Dennis
(Signature)

Name and Title:David Dennis, Attorney-In-Fact

Resident Agent: D. J. Dennis
(Signature)

Name and Title:David Dennis, Agent
Company Name:Harmon-Dennis-Bradshaw
Address:4131 Carmichael Road
Montgomery, Alabama 36106
334-517-1827 (FAX) 334-273-9197

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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID J. DENNIS, BARRIE H. HARMON, III, JENNIFER HILL, OF MONTGOMERY, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of JANUARY, 2021.

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of JANUARY, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0181

Signed and sealed at the City of Brookfield, WI this 4th day of February 2026

Karen J. Haffner
Assistant Secretary

HARMON DENNIS BRADSHAW INC

E-Verify

Company ID Number: 000-497-659

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 the Alabama Poolworks LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    a. Notice of E-Verify Participation
    b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

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 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 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 (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@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 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.

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 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
    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. 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 employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    a. Scanning and uploading the document, or
    b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

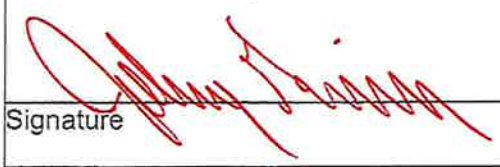
ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each

other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Johnny Gimbel	Owner
Signature 	Date 1-29-2026

Department of Homeland Security – Verification Division	
Name (Please Type or Print) Johnny Gimbel	Title Owner
Signature 	Date 1-29-2026

Information Required for E-Verify Information relating to your Company:	
Company Name:	Alabama Poolworks LLC
Company Facility Address:	22347 Miflin Rd. Foley, AL. 36535
Company Alternate Address:	
County or Parish:	Baldwin
Employer Identification Number:	90-0542838
North American Industry Classification Systems Code:	
Parent Company:	
Number of Employees:	
Number of Sites Verified for:	

Are you verifying for more than one site?
If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)
Alabama	4	Dotch Community Center Figures Park Hillsdale Community Center John Kidd

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Johnny Gimbel
Telephone Number:	251.968.4242
Fax Number:	
E-mail Address:	jrg@alabamapoolworks.com

Name:	Jeffrey Griffin
Telephone Number:	251.654.3065
Fax Number:	
E-mail Address:	Sales@alabamapoolworks.com

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-002-26 Current Date 01 /22 /2026

Project Description John Kidd Park - Swimming Pool Repairs and Improvements

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

The Contractor shall make any necessary repairs and improvements to the swimming pool's shell, equipement, and decking. The Contracrtor shall provide a single trade service and will not be using any sub-contractors

Requested By (Department Director)

(Signature)	Dir. of REAM (Title)	01/23/2026 (Date)

Telephone Number **Email Address**

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature)	Supplier Diversity Manager (Title)	01/23/2026 (Date)

Approved By (CAO)

Alabama Poolworks LLC

Entity ID Number	000-497-659
Entity Type	Domestic Limited Liability Company
Principal Address	22347 MIFLIN ROAD FOLEY, AL 36535
Principal Mailing Address	22347 MIFLIN ROAD FOLEY, AL 36535
Status	Exists
Place of Formation	Baldwin County
Formation Date	07/23/2007
Registered Agent Name	DANIELLE GIMBEL
Registered Office Street Address	22347 MIFLIN ROAD FOLEY, AL 36535
Registered Office Mailing Address	22347 MIFLIN ROAD FOLEY, AL 36535
Nature of Business	POOL MAINTENANCE/SERVICE
Members	
Member Name	GIMBEL, DANIELLE
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	GIMBEL, JOHNNY
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Transactions	
Transaction Date	07/26/2023
Principal Office Changed From	FAIRHOPE, AL
Transaction Date	07/26/2023
Registered Agent Changed From	GIMBEL, JOHNNY 10138 BAY HAVEN DR FAIRHOPE, AL 36532
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/23/2007 Certificate of Formation 1 pg.
Document Date / Type / Pages	07/26/2023 Restated Articles 3 pgs.

BID TABULATION
ARCHITECTUAL ENGINEERING DEPARTMENT

DISTRICT NUMBER: 2
Project Manager: Roger Washington
PROJECT NUMBER: PR-002-26
Consultant:

PROJECT NAME: John Kidd Park - Swimming Pool Repairs andImprovements

BID OPENING DATE: 01/21/2026 TIME: 14:30

LOCATION: Government Plaza Atrium

Present:
- ☐ Carleen Stout
- ☐ Archinique Kidd
- ☐ Marilyn Bullard
- ☐ Lisa Lambert
- ☐ Lana Gauthier
- ☒ Tiereney Leverette
- ☐ Consultant
- ☑ Project Manager
- ☑ Emma Dean
- ☐

Number of Bids Received: (

NUMBER OF ADDENDA: 3

Bidders	Bid Guaranty/Security	Addenda Acknowledged	SC & MS Plan	Base Bid	Contingency	Plumbing Allowance	Electrical Allowance	Third-Party Pool Inspection Allowance	Total Bid	Additive Alternate #1	Remarks
Alabam a Pool Works	Y	N	Y		$10,000.00	$5,000.00	$5,000.00	$2,500.00	350,500	12,000	ALB
					$10,000.00	$5,000.00	$5,000.00	$2,500.00			
					$10,000.00	$5,000.00	$5,000.00	$2,500.00			
					$10,000.00	$5,000.00	$5,000.00	$2,500.00			
					$10,000.00	$5,000.00	$5,000.00	$2,500.00			
					$10,000.00	$5,000.00	$5,000.00	$2,500.00			
					$10,000.00	$5,000.00	$5,000.00	$2,500.00			
					$10,000.00	$5,000.00	$5,000.00	$2,500.00			
					$10,000.00	$5,000.00	$5,000.00	$2,500.00			
					$10,000.00	$5,000.00	$5,000.00	$2,500.00			
					$10,000.00	$5,000.00	$5,000.00	$2,500.00			
					$10,000.00	$5,000.00	$5,000.00	$2,500.00			

SECTION 00400
BID FORM

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

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

REF:
PROJECT NAME: **John Kidd Park - Swimming Pool Repairs and Improvements**
PROJECT LOCATION: **800 East St, Mobile, Al 36610**
PROJECT NUMBER: **PR-002-23**

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 dated December 29, 2025; and all Addendum (a) Number(s) _____, dated Jan 19, 2026, 2026 (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: Alabama Poolworks.

ADDRESS: 22347 Mifflin **PHONE** 251-968-4242

ALABAMA GENERAL CONTRACTOR LICENSE NO. 53779

CITY OF MOBILE BUSINESS LICENSE NO. 97247

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 000-497-659

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. 607-R062/9915

(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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$	328,000 .00
Contingency Allowance:	+	$	10,000.00
Plumbing Allowance:	+	$	5,000.00
Electrical Allowance:	+	$	5,000.00
Third-Party Pool Inspection Allowance:	+	$	2,500.00
Total Base Bid:		$	350,500 .00

(Fill in here and in Total Bid below)

TOTAL BASE BID: Threehundred fifty thousand five hundred Dollars, ($ 350,500.00)

(Amount in Words) (Amount in Figures)

Additive Alternate #1: Pool Lighting Installation at John Kidd Park.

Twelve thousand Dollars & No Cents $ 12,000 .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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$ 14.00 SF

Unit Price #2: Provide and install all materials pool shell repairs.

$ 250.00 LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work relatec to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work relatec to unforeseen electrical 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

more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

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

NONDISCRIMINATION: 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: Alabama Poolworks
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Johnny Gimbel
(Printed or Typed)

TITLE Owner **DATE** January 20, **2026**
(Printed or Typed)

Sworn to and subscribed before me this 21 day of January 2026

Courtney Newberry
Notary Public

Courtney Newberry Commission Expires Notary Public 05/15/2027 State of Alabama at Large

Courtney Newberry
Notary Public

Notary Public
Courtney Newberry
Commission Expires
05/15/2027
State of Alabama at Large

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

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:** 1/20/26

Name of Project: John Kidd Park - Swimming Pool Repairs and Improvements
Project Number: PR-002-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$ 16,060
ALTERNATE NO. 1:	$ 600

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder Johnny Gimbel

Mailing Address 22347 Miflin Foley, AL 36535

***By (Legal Signature)**

*Name (type or print) Johnny Gimbel (Seal)

*Title Owner

Telephone Number 251-968-4242

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Alabama Poolworks LLC
Address	22347 Miflin Road Foley, AL 36535
Telephone	251-968-4242
E-Mail	Sales@alabamapoolworks.com

RFP/RFQ Solicitation Number	
Project Description	Various Swimming pools repairs and improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ✓ Female ✓ Minority ✓ Non-minority _____ SDVO _____ Total number of Employees 21

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Johnny Gimbel

Signature: _____ Date: 1/20/2026

Title: Owner

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Alabama Poolworks LLC Your Bid/Proposal Amount $ 350,500 Date: 11/20/2026

Description _____ Name of Bidder/Proposer: Johnny Gimbel

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
Pensacola Pool Finish		Tile / Plaster	$200,000	15		
Universal Pool + Plaster		Tile/ Plaster	$200,000	15		

Form 2: Good Faith Effort Documentation

Name of Bidder: Johnny Gimbel

Contact Person: Jeffrey Griffin Phone: 251-654-3065 Email: sales@alabamapodworks.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.

✓		**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. _____

_____

_____

PROJECT MANUAL

FOR

VARIOUS SWIMMING POOLS REPAIRS AND IMPROVEMENTS AT:

JOHN KIDD PARK
800 EAST ST, MOBILE, AL 36610
PR-002-26

FIGURES PARK & COMMUNITY CENTER
658 DONALD ST, MOBILE, AL 36617
PR-003-26

JOSEPH C. DOTCH COMMUNITY CENTER
3100 BANK AVE, MOBILE, AL 36617
PR-005-26

HILLSDALE PARK & COMMUNITY CENTER
558 FELHORN RD E, MOBILE, AL 36608
PR-004-26

December 30, 2025

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: January 14, 2026 **Set Number: _____**

INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders – AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00410 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Master Agreement Between City of Mobile and Contractor
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment – AIA Document G702 and AIA Document 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, W-9 Form, and City of Mobile Vendor Information Form
  - Certificate of Insurance and Endorsements (Sample)
  - E-Verify Documentation (Sample)
- 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 01011 Multiple Contracts and Occupied Areas
- Section 01210 Allowances
- Section 01220 Unit Prices
- 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 01731 Cutting and Patching
- Section 01770 Close out Procedures
- Section 017839 Project Record Documents
- Section 017823 Operation and Maintenance Data

DIVISION 2 SITEWORK **NOT USED**
DIVISION 3 CONCRETE
Section 033100 Site Concrete

DIVISION 4 MASONRY **NOT USED**
DIVISION 5 METALS **NOT USED**

DIVISION 6 WOOD AND PLASTIC **NOT USED**
DIVISION 7 THERMAL AND MOISTURE PROTECTION
Section 079200 Joint Sealants

DIVISION 8 DOORS AND WINDOWS **NOT USED**
DIVISION 9 FINISHES
Section 099113 Exterior Painting
Section 099600 High-Performance Coatings

DIVISION 10 SPECIALTIES
DIVISION 11 EQUIPMENT **NOT USED**
DIVISION 12 FURNISHINGS **NOT USED**
DIVISION 13 SPECIAL CONSTRUCTION
Section 131108 Epoxy Adhesives
Section 131109.07 Pool Surface Preparation
Section 131110.01 Pool Signage

SECTION 00100
INVITATION TO BID

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

PROJECT NAME:	John Kidd Park - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	800 East St, Mobile, Al 36610
PROJECT NUMBER:	PR-002-23
PROJECT NAME:	Figures Park & Community Center - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	658 Donald St, Mobile, Al 36617
PROJECT NUMBER:	PR-003-26
PROJECT NAME:	Joseph C. Dotch Community Center - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	3100 Bank Ave, Mobile, Al 36617
PROJECT NUMBER:	PR-005-26
PROJECT NAME:	Hillsdale Park & Community Center - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	558 Felhorn Rd E, Mobile, Al 36608
PROJECT NUMBER:	PR-004-26

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 14th day of January, 2026. 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 time specified, 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 issued via e-mail to all Pre-Bid Conference attendees.**

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. Bidders must be pre-qualified before submitting a bid (see Section 01400 for requirements).

F. Product Substitutions must be pre-approved before the bid (see Section 01400 for requirements).

G. Subcontractors must be pre-qualified before submitting a bid (see section 01400 for requirements).

3 BID SURETY: Required on Bids $10,000.00 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 mandatory Pre-Bid Conference shall be held on December 30, 2025, **at office of the Architectural Engineering, 5th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602**, at 9:00 AM local time. It is the Contractor's responsibility and it is assumed that the contractor has visited each site prior to submitting a bid for the pool repairs and improvements. A representative of the Bidder is encouraged to be present at the meeting. Bidders are required to participate in the Pre-Bid Conference, visit al of the sites prior to submitting a Bid and include all costs associated with the project in their Bids.

B. Minutes of this conference will be made as an Addendum for the project.

9 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A, 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 of each individual envelope with the words "**SEALED BID FOR 'THE FACILITY NAME' - SWIMMING POOL REPAIRS AND IMPROVEMENTS - PROJECT NUMBER: PROJECT NUMBER".**

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, on each individual envelope, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, JANUARY 14, 2026.**

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 FEDERAL CONDITIONS

A. This project is covered by the Davis Bacon and Related Acts (DBRA). See Section 00800 Federal Conditions.

15 SECRETARY OF STATE

A. The contractor must also provide documentation of being enrolled in the Alabama Secretary of State Business Identity Records within submitted bidding documentation.

END OF SECTION 00100

SECTION 00200

INSTRUCTIONS TO BIDDERS

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

I. BIDDING DOCUMENTS:

A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the 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 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 at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to roger.washington@cityofmobile.org.

C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the 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.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

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

6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside of each individual envelope with the words "**SEALED BID FOR 'THE FACILITY NAME' - SWIMMING POOL REPAIRS AND IMPROVEMENTS - PROJECT NUMBER: PROJECT NUMBER**", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount $50,000 or greater, the State of Alabama General Contractor's License number and classification of

the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of 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 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.
(5). Construction Schedule
(6). Schedule of Values

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

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

15. ALABAMA IMMIGRATION ACT:

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

16. CITY OF MOBILE BUSINESS LICENSE:

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

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

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

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

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

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

18. CITY OF MOBILE BUILDING PERMIT:

A. A City of Mobile Building Permit is required and and shall be obtained from the City of Mobile, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within seventy-nine (79) calendar days from the date or by May 1, 2026 as indicated by the Notice to Proceed. Contract days are defined as 'calendar days', which **include** weekends and holidays.

B. The Pools will be closed, but community center's will remain open throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the Site as approved by the Owner, but typically **Monday through Friday from 7:30 A.M. to 4:30 P.M.** Contractor is directed to coordinate all areas of work and scheduling with the Owner. After hours and weekend work will require prior approval of the Facility Staff and may require hiring of a guard at the contractor's expense.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the 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 recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or less:
Contractor shall provide proof of publication of Notice of Completion one time in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide an electronic or hard copy of advertisement verbiage to the City of Mobile on Contractor letterhead for public posting for one week. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Notice of Completion four successive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

C. 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 '**THE FACILITY NAME' - SWIMMING POOL REPAIRS AND IMPROVEMENTS - PROJECT NUMBER: PROJECT NUMBER**, in Mobile, Alabama. 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 one 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 I the final payment, not as a penalty, but as liquidated damages sustained.

26. **DISQUALIFICATION OF BIDDERS:**

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

a. Collusion: Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders to be disqualified from submitting further bids to the Awarding Authority on future lettings. (See Code of Alabama Section 39-2-6 for possible criminal sanctions).

b. Advance Disclosure: Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require readvertisement and re-bid.

c. Failure to Settle Other Contracts: The Awarding Authority may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills for labor and material on other contracts in force at the time of letting, completion of punch list, warranties and closeout documents

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 NAME: Hillsdale Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 558 Felhorn Rd E, Mobile, Al 36608
PROJECT NUMBER: PR-004-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$	.00
Contingency Allowance:	+	$	10,000.00
Plumbing Allowance:	+	$	5,000.00
Electrical Allowance:	+	$	5,000.00
Third-Party Pool Inspection Allowance:	+	$	2,500.00
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: Pool Lighting Installation at Figures Park & Community Center.

_____ Dollars & No Cents $_____ .00

(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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Joseph C. Dotch Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-005-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: Figures Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 658 Donald St, Mobile, Al 36617
PROJECT NUMBER: PR-005-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$_____.00
Contingency Allowance:	+	$ 10,000.00
Plumbing Allowance:	+	$ 5,000.00
Electrical Allowance:	+	$ 5,000.00
Third-Party Pool Inspection Allowance:	+	$ 2,500.00
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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A

4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Figures Park & Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-003-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____
ALTERNATE NO. 1:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: Hillsdale Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 558 Felhorn Rd E, Mobile, AL 36608
PROJECT NUMBER: PR-004-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$	.00
Contingency Allowance:	+	$	10,000.00
Plumbing Allowance:	+	$	5,000.00
Electrical Allowance:	+	$	5,000.00
Third-Party Pool Inspection Allowance:	+	$	2,500.00
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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A

4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Hillsdale Park & Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-004-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: John Kidd Park - Swimming Pool Repairs and Improvements
PROJECT LOCATION: 800 East St, Mobile, Al 36610
PROJECT NUMBER: PR-002-23

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 dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$_____.00
Contingency Allowance:	+	$ 10,000.00
Plumbing Allowance:	+	$ 5,000.00
Electrical Allowance:	+	$ 5,000.00
Third-Party Pool Inspection Allowance:	+	$ 2,500.00
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: Pool Lighting Installation at John Kidd Park.

_____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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: John Kidd Park - Swimming Pool Repairs and Improvements
Project Number: PR-002-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____
ALTERNATE NO. 1:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

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.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____SDVO _____ Total number of Employees ____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____Title: _____

Email: _____Phone: _____

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only

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.

		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. _____

_____

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	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
	[X] COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X	X				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] [ ]							$
	[X] UMBRELLA LIAB [X] OCCUR	X	X				EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ]	N / A	X				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

SAMPLE

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

Project Name: Project Numb

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

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Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

E-Verify

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 Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

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 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.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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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:

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

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

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form **W-9**
(Rev. December 2011)
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.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
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)

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

OWNER: *(name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

CONTRACT INFORMATION:
Contract For:
Date:

ARCHITECT: *(name and address)*

CERTIFICATE INFORMATION:
Certificate Number:
Date:

CONTRACTOR: *(name and address)*

The Work identified below 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 below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Substantial Completion <Project Full Name>

ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

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, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected:

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
Per the Contract Documents, the Contractor shall be responsible for damages to the Work and providing all Insurance required under the AIA A101-Agreement Between Owner and the Contractor for a Stipulated Sum, Article 8.5.1, unitl Final Payment. The Contractor shall also be responsible for labor and materials as required to provide repairs to the word for one calendar year following the substantial completion date. The Owner shall be responsible for general security and utilities at the facility.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
City of Mobile Architectural Engineering		Carleen Stout, Deputy Director	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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).

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:

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User Notes: (1147552344)

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**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:

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User Notes:
(1682535782)

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)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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)

, OWNER,

as set forth in said Surety's bond.

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)

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User Notes:
(1299870031)

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201

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)

Various Swimming Pools
Repairs and Improvements
Mobile, AL

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)

N/A

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.

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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.

(Paragraphs deleted)

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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.

(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

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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.

§ 3.3.4 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.

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§ 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.

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§ 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

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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 Documentswith 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**

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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.

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§ 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.

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§ 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.

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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.

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§ 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 (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. **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:**

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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.**

§ 7.2.2 Change Orders and Contract Sum Adjustments:

No change in the Work, Contract Sum, or Contract Time shall be valid unless executed by written Change Order or Construction Change Directive issued by the Owner in accordance with the Contract Documents. All Change Orders shall comply with the requirements of the Alabama Public Works Bid Law and applicable Attorney General opinions interpreting the law.

(a) Scope Limitation: Change Orders shall be limited to work that is incidental, closely related to, or necessary for the proper completion of the original scope of work. No Change Order shall materially alter the nature of the Project or substitute an entirely new undertaking for the original Contract.

(b) Compliance with Competitive Bidding: Change Orders shall not be used to circumvent the competitive bidding requirements of Alabama law. Any modification that is so substantial as to constitute a new or different undertaking must be procured by separate bid in accordance with Ala. Code § 39-2-2.

(c) Written Authorization Required: The Contractor shall not perform any work that will result in additional compensation or time without prior written approval from the Owner through a duly executed Change Order. Any work performed without such approval shall be at the Contractor's sole risk and expense.

(d) Supporting Documentation: All requests for a Change Order must include detailed cost breakdowns, schedule impacts, and any supporting documentation as required by the Owner.

(e) City Appropriation Contingency: All Change Orders are subject to available appropriations and shall not be effective unless sufficient funds are appropriated for the increase in the Contract Sum.

§ 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

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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 that (30) days after the time specified for the Substantial Completition 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 sustatined.

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

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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.

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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

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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.

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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 .

§ 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.

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§ 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.

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§ 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 entitles 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.

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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.

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(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.

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§ 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

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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.**

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§ 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.

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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 **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.

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§ 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)

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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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Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual,** specifications, and other similar materials.

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~~**§ 1.7 Digital Data Use and Transmission**~~

~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

PAGE 13

§ 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

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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.
PAGE 16

§ 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~~ Documentswith 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.
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§ 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.**
PAGE 21

§ 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~~

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~~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.~~

PAGE 22

§ 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;**

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.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 Completition 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 sustatined.

PAGE 26

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)**.

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§ 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).**
PAGE 28

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.
PAGE 29

§ 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 entitles 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**

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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.~~

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~~§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.

...

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§ 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~~

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~~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~~

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~~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.~~

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_____

(Signed)

_____

(Title)

_____

(Dated)

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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: Electricity, 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:

- Contractor shall perform hydrostatic testing of main drains, skimmers, returns, and overflows; pressure test all plumbing lines (suction, return, backwash, feature lines); document pressure loss in PSI with clear pass/fail criteria; video record or photograph test setups for third-party review. All leak repairs shall be completed on a change order basis.
- The Contractor shall perform comprehensive maintenance and upgrades for all pool systems, with specific requirements for large adult pools. The Contractor shall conduct drain sump verification for all drains to ensure

compliance with the Virginia Graeme Baker Pool and Spa Safety Act (VGB) and provide complete VGB documentation, including manufacturer cut sheets, flow calculations, and installation verification. The Contractor shall supply batch numbers, installation dates, and warranty certificates for plaster, grout, thin-set, and bond coat materials. For all pools, the Contractor shall replace sand in filters. For large adult pools, the Contractor shall replace existing pumps with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and replace filters with new units compatible pumps, ensuring optimal flow turnover rates (typically 6 hours or less) and filtration rates (e.g., 15-20 gpm/sq ft for sand filters) for energy efficiency. For all other pools, the Contractor shall ensure existing pumps and filters are operational, replacing them only as needed with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and compatible filters to achieve compliant turnover and filtration rates. The Contractor shall install flow meters at locations required by the International Swimming Pool and Spa Safety Code (ISPSC). The Contractor shall verify all pool valves are correct and functional, replacing them as needed, and ensure adequate lighting and ventilation in pump rooms to meet applicable code requirements. The Contractor shall remove unused controls and Vacuum Release Systems (VRS) equipment. The Contractor shall label all electrical panels, starters, and switches with clear identification, as well as label all plumbing and valves with identification and flow direction. Finally, the Contractor shall install required signage and safety equipment per City, County, and State requirements.

- Contractor shall engage an independent, qualified third-party inspection firm approved by the City of Mobile. The inspection firm shall have demonstrated experience in commercial pool rehabilitation projects, be familiar with ISPSC and ANSI/APSP standards, and be independent from the Contractor's operational control. Contractor shall coordinate third-party inspections at the following required milestones and provide pass/fail reports to the Owner.
    - Leak Detection Observation: Contractor shall ensure the inspection firm verifies all initial leak detection testing conducted per the scope of work, documents pass/fail results for each pool, noting location and probable cause of leaks; and prepares photographic and written documentation for the inspection report. All noted deficiencies by the inspector and contractor shall be documented.
    - Pre-Demolition Inspection: Contractor shall ensure the inspection firm conducts a baseline condition survey, including photo documentation of pool shells, decks, coping, equipment, and associated systems. All noted deficiencies by the inspector and contractor shall be documented.
    - Pre-Plaster Inspection: Contractor shall ensure the inspection firm verifies surface profile preparation meets manufacturer recommendations; confirms application of bond coats per manufacturer specifications, including batch number documentation; inspect all tile work and step markings are in place

prior to plastering.
- Sump Test Verification: Contractor shall notify the inspection firm of completion with the Virginia Graeme Baker Pool & Spa Safety Act (VGB) for all main drains and sumps; documents sump depth, pipe diameter, cover installation, and flow characteristics to ensure compliance.
- Final Completion Inspection: The Contractor shall be responsible for performing a full operational systems test, including but not limited to water balance, circulation performance, and all safety systems; and for ensuring that all required signage, safety equipment, labeling, and compliance postings are properly installed. The inspection firm shall observe and verify that these systems, equipment, and postings are in place and function in accordance with applicable codes and project requirements.

- **John Kidd Park**
  - **Kiddie Pool:** A wading pool, featuring gradual slope entry with an ADA-compliant ramp for accessible access.
    - **Demolition & Preparation:** Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare surfaces to a sound substrate using diamond grinding tools.
    - **Coping & Deck Safety:** Contractor shall replace all coping posing trip hazards to meet compliance with ADA Sections 303.2 and 303.3, using bullnose coping (COF ≥ 0.6 wet).
    - **ADA Ramp & Grip Rails:** Contractor shall regrade ADA ramp to a maximum 1:12 slope, minimum 36" width, and cross-slope not exceeding 1:48; install ADA-compliant stainless steel handrails (Type 304/316). Contractor shall install grip rails meeting ADA height and clearance requirements (Type 304/316, 1.25–2 inch diameter, mounted 33–38 inches above deck).
    - **Deck Safety Markers:** Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC).
    - **Tile Work:** Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet).
    - **Skimmers and Main Drain:** Contractor shall install skimmers and main drain to improve deck water management.
    - **VGB Compliance:** Contractor shall install VGB-certified drain covers; conduct sump test and document results.
    - **Jets & Returns:** Contractor shall replace jets and returns with NSF/ANSI 50-certified fittings; leak stop fittings are required.
    - **Plastering:** Contractor shall repair plaster above the waterline, patching cracks or voids with hydraulic cement

or epoxy fillers; replaster pool with marcite or quartz aggregate finish (3/8–1/2" thickness) per ANSI/APSP-10.

- **Adult Pool:** A rectangular shaped swimming pool equipped with lap lanes, swim lane tile markings.
  - **Demolition & Preparation:** Contractor shall remove and replace deteriorated coping, tiles, plaster, and fittings; prepare surfaces to a sound substrate.
  - **Coping & Deck Safety:** Contractor shall replace coping causing trip hazards; repair cracked coping joints.
  - **ADA Ramp & Grip Rails:** Contractor shall install ADA-compliant grip rails at entry/exit points, ensuring length matches depth per ADA 1009.3; reset/replace all rail anchors; polish/refurbish or replace grip rails.
  - **Deck Safety Markers:** Contractor shall install deck depth markers at all slope changes and depth points; install "NO DIVING" signage.
  - **Tile Work:** Contractor shall install new swim lane tiles per USA Swimming specifications; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet).
  - **Skimmers and Main Drain:** Contractor shall install skimmers and main drain.
  - **VGB Compliance:** Contractor shall install VGB-certified drain covers; provide documentation to City; conduct sump test and document results.
  - **Jets & Returns:** Contractor shall replace jets and returns with NSF/ANSI 50-certified fittings; leak stop fittings are required.
  - **Plastering:** Contractor shall re-plaster pool per ANSI/APSP-10 standards.
  - **Pump Room Equipment Upgrades:** Contractor shall remove old sand filter and replace with new sand filter to include manifolds, manifold supports, gauge differential panel, and auto relief valve; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP).

- **Figures Parks & Community Center**
  - **Lap Pool:** An L-shaped swimming pool, featuring lap lanes on one leg of the pool and a deeper section off to the side of the lanes.
    - **Demolition & Preparation:** Contractor shall remove and replace deteriorated coping, tiles, plaster, and fittings; prepare surfaces to a sound substrate.
    - **Coping & Deck Safety:** Contractor shall replace coping and repair deck trip hazards.
    - **ADA Ramp & Grip Rails:** Contractor shall replace grip rails and anchors with passivated stainless steel.
    - **Deck Safety Markers:** Contractor shall replace/install depth markers and "NO DIVING" signage.

- **Tile Work:** Contractor shall install new swim lane tiles per USA Swimming specifications; install high-contrast, slip-resistant step tiles (COF ≥ 0.8 wet).
- **Skimmers and Main Drain:** Contractor shall install skimmers and main drain.
- **VGB Compliance:** Contractor shall install VGB-compliant drain covers; conduct sump test and document results.
- **Jets & Returns:** Contractor shall replace jets, returns, and skimmer covers with NSF/ANSI 50-certified fittings; leak stop fittings are required.
- **Plastering:** Contractor shall replaster pool per ANSI/APSP-10 standards.
- **Pump Room Equipment Upgrades:** Contractor shall remove old sand filter and replace with new sand filter to include manifold, manifold supports, panel differential gauge, and auto air relief; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP); replace the auto fill.

- **Kiddie Pool**: A wading pool designed for young children, featuring gradual slope entry with an ADA-compliant ramp for accessible access.
  - **Preparation:** Pool cavities shall be demolished and backfilled per City of Mobile permit requirements. Demolish all coping and other components 6 inches below slab elevation. All plumbing shall be removed or capped. Pool cavity shall be filled gravel aggregate and compacted within the finished elevation.
  - **Concrete Placement:** Provide 3,000 psi compressive strength concrete in accordance with ACI 301 – Specifications for Structural Concrete. Minimum slab thickness: 6 inches. Place, vibrate, strike-off, and finish the concrete per ACI standards.
  - **Reinforcement:** Install 6x6 W2.9/W2.9 welded wire mesh (WWM) reinforcement throughout the slab area. Wire mesh shall be supported on chairs and positioned at slab mid-depth. Overlap laps by one full mesh square (minimum 6 inches).
  - **Joints:** Tooled control and Expansion joints shall be aligned with existing joints. Tooled control joints within 24 hours of placement. Install expansion joints at all abutting fixed pavements, using approved pre-molded filler. Joints shall be filled with concrete expansion joint grade sealants.
  - **Surface Finish:** Finish shall be similar to adjacent finishes. Edges shall be neatly tooled and aligned. Curing compounds shall be applied immediately after finishing or keep surface continuously moist for 7 days minimum.
  - **Documentation:** Contractor shall provide batch tickets verifying 3,000 psi mix design. Submit before-and-after photographs documenting placement.

- **Wade Pool:** A shallow wading pool with an ADA ramp, with gentle slopes and interactive water features.
  - **Demolition & Preparation:** Contractor shall remove deteriorated components; protect adjacent areas.
  - **Coping & Deck Safety:** Contractor shall replace coping and repair deck trip hazards.
  - **ADA Ramp & Grip Rails:** Contractor shall ensure ADA-compliant entry or install transfer systems/lifts.
  - **Deck Safety Markers:** Contractor shall replace depth markers and "NO DIVING" signage.
  - **Tile Work:** Contractor shall replace waterline and step tiles.
  - **Skimmers and Main Drain:** Contractor shall install skimmers and main drain.
  - **VGB Compliance:** Contractor shall install VGB-compliant drain covers; conduct sump test and document results.
  - **Jets & Returns:** Contractor shall replace jets, returns, and skimmer covers; leak stop fittings are required.
  - **Plastering:** Contractor shall replaster pool per ANSI/APSP-10.
  - **Pump Room Equipment Upgrades:** Contractor shall remove old sand filter and replace with new sand filter to include manifold, manifold supports, panel differential gauge, and auto air relief; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP); replace the auto fill.

- **Hillsdale Park & Community Center**
  - Adult Pool: A single pool with a zero-entry design with swim lanes on the deep end of the pool, incorporating spray features for recreational use.
    - **Demolition & Preparation:** Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare surfaces to a sound substrate using diamond grinding tools; protect spray feature mechanisms.
    - **Coping & Deck Safety:** Contractor shall re-caulk coping and point mortar at coping to repair joints and prevent water infiltration; re-pour deck sections around the pool deck as needed; repair trip hazards.
    - **ADA Ramp & Grip Rails:** Contractor shall regrade zero-entry ramp; install ADA-compliant handrails. Contractor shall install supplementary grip rails.
    - **Deck Safety Markers:** Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC); install "NO DIVING" signage.
    - **Pump and Filtration System Upgrade:** Disconnect inground sand filter, including removal of old sand and associated piping. Install new commercial-grade sand filter

to include manifolds, manifold supports, auto air relief valve, and panel gauge differential, sized per pool design flow requirements. Remove old pool pump and install new EQ series pump (Pentair or approved equal, 7.5 HP). Remove old feature pump and automation system; install new feature pump to include manual valves. New manual valves to be installed above pit level to include new EQ series (Pentair or approved equal, 7.5 HP). Install auto fill system to maintain proper water levels. Reconfigure suction and return manifolds to accommodate the upgraded system. Modify CMU block wall adjacent to the storage room area only as necessary for pipe penetrations, anchoring, or system integration. Both existing pits shall be covered with industrial grating level with the finished floor. Contractor to verify or inspect sump pumps in both pits have flow control and in working order. Commission and balance new filtration system; provide updated operation and maintenance manuals.

- **Tile Work:** Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet); tile all areas of zero-entry ramps out of the water with mosaic tile for enhanced grip and aesthetics, extending into the water a minimum of 2 inches deep to ensure durability and seamless transition.
- **Skimmers and Main Drain:** Contractor shall install skimmers and main drain to improve deck water management.
- **VGB Compliance:** Contractor shall install VGB-certified drain covers; conduct sump test and document results.
- **Spray Features:** Contractor shall inspect and repair/replace spray feature components (nozzles, valves, piping) per NSF/ANSI 50; replace or rework spray pipes.
- **Zero Entry Trench:** Contractor shall install zero-entry trench.
- **Pumps and Filters:** Contractor shall test and inspect pumps and filters; replace or repair as needed.
- **Skimmers:** Contractor shall replace skimmers where deck repairs have been made.
- **Plastering:** Contractor shall replaster pool shell per ANSI/APSP-10 standards.

- **Joseph C. Dotch Community Center**
  - Adult Pool: A single pool with a zero-entry design with swim lanes on the deep end of the pool, incorporating spray features for recreational use.
    - **Demolition & Preparation:** Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare

surfaces to a sound substrate using diamond grinding tools; protect spray feature mechanisms.

- **Coping & Deck Safety:** Contractor shall re-caulk coping and point mortar at coping to repair joints and prevent water infiltration; re-pour deck sections around the pool deck as needed; repair trip hazards.
- **ADA Ramp & Grip Rails:** Contractor shall regrade zero-entry ramp; install ADA-compliant handrails. Contractor shall install supplementary grip rails.
- **Deck Safety Markers:** Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC); install "NO DIVING" signage.
- **Pump and Filtration System Upgrade:** Disconnect inground sand filter, including removal of old sand and associated piping. Install new commercial-grade sand filter to include manifolds, manifold supports, auto air relief valve, and panel gauge differential, sized per pool design flow requirements. Remove old pool pump and install new EQ series pump (Pentair or approved equal, 7.5 HP). Remove old feature pump and automation system; install new feature pump to include manual valves. New manual valves to be installed above pit level to include new EQ series (Pentair or approved equal, 7.5 HP). Install auto fill system to maintain proper water levels. Reconfigure suction and return manifolds to accommodate the upgraded system. Modify CMU block wall adjacent to the storage room area only as necessary for pipe penetrations, anchoring, or system integration. Both existing pits shall be covered with industrial grating level with the finished floor. Contractor to verify or inspect sump pumps in both pits have flow control and in working order. Commission and balance new filtration system; provide updated operation and maintenance manuals.
- **Tile Work:** Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet); tile all areas of zero-entry ramps out of the water with mosaic tile for enhanced grip and aesthetics, extending into the water a minimum of 2 inches deep to ensure durability and seamless transition.
- **Skimmers and Main Drain:** Contractor shall install skimmers and main drain to improve deck water management.
- **VGB Compliance:** Contractor shall install VGB-certified drain covers; conduct sump test and document results.
- **Spray Features:** Contractor shall inspect and repair/replace spray feature components (nozzles, valves, piping) per NSF/ANSI 50; replace or rework spray pipes.

- **Zero Entry Trench:** Contractor shall install zero-entry trench.
- **Pumps and Filters:** Contractor shall test and inspect pumps and filters; replace or repair as needed.
- **Skimmers:** Contractor shall replace skimmers where deck repairs have been made.
- **Plastering:** Contractor shall replaster pool shell per ANSI/APSP-10 standards.

- Contractor shall perform hydrostatic testing of main drains, skimmers, returns, and overflows; pressure test all plumbing lines (suction, return, backwash, feature lines); document pressure loss in PSI with clear pass/fail criteria; video record or photograph test setups for third-party review. All leak repairs shall be completed on a change order basis.
- The Contractor shall perform comprehensive maintenance and upgrades for all pool systems, with specific requirements for large adult pools. The Contractor shall conduct drain sump verification for all drains to ensure compliance with the Virginia Graeme Baker Pool and Spa Safety Act (VGB) and provide complete VGB documentation, including manufacturer cut sheets, flow calculations, and installation verification. The Contractor shall supply batch numbers, installation dates, and warranty certificates for plaster, grout, thin-set, and bond coat materials. For all pools, the Contractor shall replace sand in filters. For large adult pools, the Contractor shall replace existing pumps with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and replace filters with new units compatible pumps, ensuring optimal flow turnover rates (typically 6 hours or less) and filtration rates (e.g., 15-20 gpm/sq ft for sand filters) for energy efficiency. For all other pools, the Contractor shall ensure existing pumps and filters are operational, replacing them only as needed with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and compatible filters to achieve compliant turnover and filtration rates. The Contractor shall install flow meters at locations required by the International Swimming Pool and Spa Safety Code (ISPSC). The Contractor shall verify all pool valves are correct and functional, replacing them as needed, and ensure adequate lighting and ventilation in pump rooms to meet applicable code requirements. The Contractor shall remove unused controls and Vacuum Release Systems (VRS) equipment. The Contractor shall label all electrical panels, starters, and switches with clear identification, as well as label all plumbing and valves with identification and flow direction. Finally, the Contractor shall install required signage and safety equipment per City, County, and State requirements.

B. Contract Description: Stipulated sum.

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 with the sign construction contract.

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.

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.

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 with signed construction contract 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 four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. 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.

F. See Contractor Pre-Qualification Specification

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 may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

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. Construction fencing and signage shall be required by the contractor to provide and install.

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 by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

E. 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 one paper copy and 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 one year 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 1GENERAL

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 ten thousand and xx/100 Dollars ($10,000.00).
B. Include as a Third-Party Inspection Allowance the lump sum amount of two thousand five hundred and xx/100 Dollars ($2,500.00).
C. Include as a Plumbing Allowance the lump sum amount of two thousand five hundred and xx/100 Dollars ($5,000.00).
D. Include as an Electrical Allowance the lump sum amount of two thousand five hundred and xx/100 Dollars ($5,000.00).

END OF SECTION

SECTION 01220
UNIT PRICES

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. Measurement.
   2. Payment.

1.3 UNIT PRICES

A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.

B. Actual quantities and measurements supplied or placed in the Work will determine payment.

C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

A. Concrete Deck Repair, including preparation and cool decking.
   1. Unit of measure: Per Square Foot.
   2. Basis of payment:
      a. Contract Sum to be based on quantities material provided and installed.
      b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

B. Pool Shell Repairs
   1. Unit of measure: Per Linear Foot.
   2. Basis of payment:
      a. Contract Sum to be based on quantities material provided and installed.
      b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

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: Pool Lighting Installation at John Kidd Park and Figures Park & Community Center: Contractor shall install energy-efficient LED pool lighting systems at Adult (Large) Pool compliant with NEC and ISPSC requirements. Lighting shall provide a minimum of 10 foot-candles at the water surface, with fixtures rated for wet environments (IP68 or equivalent) and corrosion-resistant materials suitable for coastal conditions

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 Documents" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner 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. Architect will return RFIs submitted to Architect 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 may be 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. Contractor's construction schedule.
2. Field condition reports.
3. Special reports.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

C. Field Condition Reports: Submit at time of discovery of differing conditions.

D. Special Reports: Submit at time of unusual event.

E. 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 and testing.
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. Preparation: Indicate each significant construction activity separately. Outline significant construction activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. 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 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. Start dates.
6. 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 start dates.
3. Changes finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.

6. 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.

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 Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Submittal Procedure
   2. Shop Drawings
   3. Product Data
   4. 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 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. One PDF copy will be returned to Contractor for printing and distribution.

1.5 PRODUCT DATA

A. Mark copy to identify applicable products, models, options, and other data.

B. Supplement manufacturers' standard data to provide information unique to this Project.

A. Project Manager will return to Contractor for printing and distribution.

1.6 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 01400
PRE-BID QUALIFICATIONS & CONSTRUCTION QUALITY 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 administrative and procedural requirements for general contractor/installer **pre-bid qualifications**.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated.

C. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage. Please refer to Construction Contract and General Conditions for more detail on payment procedures.

D. Contractor's Quality Control Plan

1. Specific quality assurance, control and schedule requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

E. Related Sections:
1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests, inspections, submittals, orders, and installation.
2. Section 09681 Carpet Tile for specific test and inspection requirements.

1.3 PRE-BID QUALIFICATIONS

A. Due to the extremely critical installation schedule, General Contractor and Installer qualifications will be examined prior to the bid. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations of similar size, and similar installation time in occupied buildings. Companies without proven records of success will not be approved for work on this project. Companies who have not with met quality requirements and/or construction schedule during other City of Mobile projects will also not be approved for work on this project.

B. Submittals indicating proven record of success shall include:
   1. Demonstrate a minimum of 5 years of experience in commercial or public pool renovations, including gunite/shell repairs and hydraulic systems.
   2. Statement indicating how the company will staff and manage this project. Indicate after hours' work, additional employees, or any other information that would support the case that the general contractor and installer will be able to comply with requirements within the stated timeframe.
   3. By submitting qualification information, the general contractor and/or installer affirm that they are able to provide the materials needed for this project under the payment terms of the contract.
   4. Submit statement that installer is approved by the manufacturer to install the provided products.
   5. Employ at least one National Swimming Pool Foundation (NSPF), Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) for project oversight.
   6. Provide documentation of at least 3 projects of similar size (over 5,000SF), scope, and timeframe performed for other entities and that support the assertion of successful performance within the last 3 years.
      a. Include project name, year completed, and contact names and numbers for reference.
      b. Indicate size of installation, scope, and installation time of each project listed.

C. **Submit Installer qualifications by 3pm local time Monday, January 5, 2026,** to Roger Washington, Project Manager, at roger.wasington@cityofmobile.gov. **An adendum will be issued by Tuesday, January 6, 2026, listing approved installers.**

1.4 CONTRACTOR'S QUALITY-CONTROL PLAN FOR CONSTRUCTION

A. Quality-Control Plan, General: Submit quality-control plan and schedule within 2 days of Notice to Proceed. Submit in format acceptable to Owner. Identify personnel, procedures, controls, instructions, tests, records, schedule and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities.

B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process.

C. Testing and Inspection: Include in the quality-control plan a comprehensive schedule of Work requiring testing and inspection.

D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in this and other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector, manufacturer's technical representative, and/or factory authorized representative.
13. Recommendations on retesting and re-inspecting.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

D. Preconstruction Testing: See also Section 09681 for more information on tests required below.

1. Contractor responsibilities include the following:

a. Coordinate with third-party inspection firm(s) at all required milestones.

b. Ensure proper documentation for VGB compliance, including manufacturer specifications, installation records, sump tests, and batch numbers for all applicable products.

c. Conduct initial leak detection testing per ISPSC standards for all pools prior to demolition and repair work, documenting all results for City and third-party review.

d. Provide batch numbers and warranty documentation for all plaster, grout, thin-set, and bond coat materials used, including but not limited to filters and pumps.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01400

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. 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 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 products, 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 15 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.

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.

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 and floors 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 Owner 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 facility 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.

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. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

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 01710
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the total value of work to be completed.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in utility services.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.

9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Owner's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Submit list of incomplete items in the following format:
   a. PDF electronic file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Remove tools, construction equipment, machinery, and surplus material from Project site.
d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
f. Sweep concrete floors broom clean in unoccupied spaces.
g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
h. Remove labels that are not permanent.
i. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
k. Replace disposable air filters and clean permanent filters. Clean exposed surfaces of diffusers, registers, and grills.
l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
n. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

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 or conduit 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 01731

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 copies of each manual in final form at least 15 days before final inspection. Owner will return copy with comments within 10 days after final inspection.

   1. Correct or modify each manual to comply with Owner's comments. Submit copies of each corrected manual within 10 days of receipt of Owner's comments.

   2. Provide PDF copies. 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 Owner 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 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 them 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.

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 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. 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 copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit 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 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. 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 03 3100
SITE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Formwork.
2. Reinforcing.
3. Cast-in place concrete including mix design, placement procedures, and finishes.

B. Cast-in-place concrete includes the following:

1. Foundations and footings.
2. Slabs-on-grade.
3. Slabs on steel deck.
4. Equipment pads and bases.

C. Related Documents: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

D. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 31 2000, "Earthwork": Drainage fill under slabs on grade.
2. Section 32 1313, "Concrete Paving": Concrete paving and walks.
3. Section 07 9200, "Joint Sealants": Sealants and joint fillers in concrete work.

1.2 SUBMITTALS:

A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.

B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others if requested by Owner.

C. Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, bent bar diagrams, and arrangement of concrete reinforcement. Include special reinforcing required for openings through concrete structures.

D. Samples of materials as requested by Owner, including names, sources, and descriptions, as follows:

1. Color finishes.
2. Normal weight aggregates.

1.3 QUALITY ASSURANCE:

A. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:

1. ACI 301, "Specifications for Structural Concrete for Buildings".
2. ACI 302, "Guide for Concrete Floor and Slab Construction".
3. ACI 304, "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete".
4. ACI 305, "Hot Weather Concreting".
5. ACI 306, "Cold Weather Concreting".
6. ACI 309, "Guide for Consolidation of Concrete".
7. ACI 311, "Recommended Practice for Concrete Inspection".
8. ACI 318, "Building Code Requirements for Reinforced Concrete".
9. ACI 347, "Recommended Practice for Concrete Formwork".
10. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
11. American Welding Society, AWS D1.4 "Structural Welding Code - Reinforcing Steel".

B. Concrete Testing Service: Engage a testing agency acceptable to Owner to perform material evaluation tests and to design concrete mixes.

C. Materials and installed work may require testing and retesting at any time during progress of Work. Tests, including retesting of rejected materials for installed Work, shall be done at Contractor's expense.

PART 2 - PRODUCTS

2.1 FORM MATERIALS:

A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

1. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form," Class I.

2. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or another acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Form Release Agent: Provide commercial formulation form release agent with a maximum of 350 g/L volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

D. Provide ties that, when removed, will leave holes not larger than 1 inch in diameter in the concrete surface.

2.2 REINFORCING MATERIALS:

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

B. Steel Wire: ASTM A 82, plain, cold-drawn steel.

C. Welded Wire Fabric: ASTM A 185, welded steel wire fabric.

D. Deformed-Steel Welded Wire Fabric: ASTM A 497.

E. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI specifications.

1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1) or stainless steel (CRSI, Class 2).

F. Threaded Dowels: Continuous threaded high-strength steel bars equal to "Lasstud" by Richmond Screw Anchor Co., Inc. Provide inserts compatible with dowels, designed for ultimate pull-out force indicated on the drawings.

G. Mechanical Splices: Equal to "Cadweld Rebar Splices", as manufactured by Erico Products, Inc., "C" Series, for developing 125% of minimum ASTM specified yield strengths, unless otherwise noted on drawings.

H. Steel Shapes, Plates and Rods: Conform to ASTM A 36, "Specification for Structural Steel".

I. Do Not Weld Reinforcing Steel: Unless specifically noted on drawings. If welding is shown, conform to latest revision of AWS D12.1, "Reinforcing Steel Welding Code of the American Welding Society". Perform all welding with certified welders qualified per AWS.

2.3 CONCRETE MATERIALS:

A. Portland Cement: ASTM C 150, Type I.

1. Use one brand of cement throughout Project unless otherwise acceptable to Owner.

B. Fly Ash: ASTM C 618, Type F or C.

1. Limit use of fly ash to not exceed 20 percent of cement content by weight.

C. Normal-Weight Aggregates: ASTM C 33 and as specified. Provide aggregates from a single source for exposed concrete.

1. For exposed exterior surfaces, do not use fine or coarse aggregates that contain substances that cause spalling.
2. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Owner.

D. Water: Potable.

E. Admixtures, General: Provide concrete admixtures that contain not more than 0.1 percent chloride ions.

F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Air-Tite, Cormix Construction Chemicals.
   b. Air-Mix or Perma-Air, Euclid Chemical Co.
   c. Darex AEA or Daravair, W.R. Grace & Co.
   d. MB-VR or Micro-Air, Master Builders, Inc.
   e. Sealtight AEA, W.R. Meadows, Inc.
   f. Sika AER, Sika Corp.

G. Water-Reducing Admixture: ASTM C 494, Type A.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. PSI N, Cormix Construction Chemicals.
   b. Eucon WR-75, Euclid Chemical Co.
   c. WRDA, W.R. Grace & Co.
   d. Pozzolith Normal or Polyheed, Master Builders, Inc.
   e. Plastocrete 161, Sika Corp.

H. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Eucon 37, Euclid Chemical Co.
   b. WRDA 19 or Daracem, W.R. Grace & Co.
   c. Rheobuild or Polyheed, Master Builders, Inc.
   d. Sikament 300, Sika Corp.

I. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Accelguard 80, Euclid Chemical Co.
   b. Daraset, W.R. Grace & Co.
   c. Pozzutec 20, Master Builders, Inc.

J. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Eucon Retarder 75, Euclid Chemical Co.
   b. Daratard-17, W.R. Grace & Co.
   c. Pozzolith R, Master Builders, Inc.
   d. Protard, Prokrete Industries.
   e. Plastiment, Sika Corporation.

2.4 ADMIXTURES:

A. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.

B. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg.F (10 deg.C).

C. Use high-range water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs, architectural concrete, parking structure slabs, concrete required to be watertight, and concrete with water-cement ratios below 0.50.

D. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus or minus 1-1/2 percent within the following limits:

1. Concrete structures and slabs exposed to freezing and thawing, deicer chemicals, or hydraulic pressure:
   a. 4.5 percent (moderate exposure); 5.5 percent (severe exposure) for 1-1/2-inch maximum aggregate.
   b. 4.5 percent (moderate exposure); 6.0 percent (severe exposure) for 1-inch maximum aggregate.
   c. 5.0 percent (moderate exposure); 6.0 percent (severe exposure) for 3/4-inch maximum aggregate.
   d. 5.5 percent (moderate exposure); 7.0 percent (severe exposure) for 1/2-inch maximum aggregate.
2. Other concrete not exposed to freezing, thawing, or hydraulic pressure, or to receive a surface hardener: 2 to 4 percent air.

E. Use admixtures for water reduction and set accelerating or retarding in strict compliance with manufacturer's directions.

2.5 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements of ASTM C 94, and as specified.

1. When air temperature is between 85 deg.F (30 deg.C) and 90 deg.F (32 deg.C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg.F (32 deg.C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 GENERAL:

A. Coordinate the installation of joint materials, vapor retarder/barrier, and other related materials with placement of forms and reinforcing steel.

3.2 FORMS:

A. General: Design, erect, support, brace, and maintain formwork to support vertical,

lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances and surface irregularities complying with the following ACI 347 limits:

1. Provide Class A tolerances for concrete surfaces exposed to view.
2. Provide Class C tolerances for other concrete surfaces.

B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in the Work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent cement paste from leaking.

C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like for easy removal.

D. Provide temporary openings for clean-outs and inspections where interior area of formwork is inaccessible before and during concrete placement. Securely brace temporary openings and set tightly to forms to prevent losing concrete mortar. Locate temporary openings in forms at inconspicuous locations.

E. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

F. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

G. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before placing concrete. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

3.3 PLACING REINFORCEMENT:

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as specified.

1. Avoiding cutting or puncturing vapor retarder/barrier during reinforcement placement and concreting operations. Repair damages before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by Owner.

D. Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS:

A. Construction Joints: Locate and install construction joints so they do not impair strength or appearance of the structure, as acceptable to Owner.

B. Provide keyways at least 1-1/2 inches deep in construction joints in walls and slabs and between walls and footings. Bulkheads designed and accepted for this purpose may be used for slabs.

C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as indicated otherwise. Do not continue reinforcement through sides of strip placements.

D. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

E. Isolation Joints in Slabs-on-Grade: Construct isolation joints in slabs-on-grade at points of contact between slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Joint fillers and sealants are specified in Section 07 9200 - "Joint Sealants".

F. Contraction (Control) Joints in Slabs-on-Grade: Construct contraction joints in slabs-on-grade to form panels of patterns as shown. Use saw cuts 1/8 inch wide by one-fourth of slab depth or inserts 1/4 inch wide by one-fourth of slab depth, unless otherwise indicated.

1. Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strip into fresh concrete until top surface of strip is flush with slab surface. Tool slab edges round on each side of insert. After concrete has cured, remove inserts and clean groove of loose debris.
2. Contraction joints in unexposed floor slabs may be formed by saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregate.
3. If joint pattern is not shown, provide joints not exceeding 15 feet in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third bays).
4. Joint fillers and sealants are specified in Division 7 Section "Joint Sealants."

3.5 PREPARING FORM SURFACES:

A. General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.

B. Do not allow excess form-coating material to accumulate in forms or come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply according to manufacturer's instructions.

1. Coat steel forms with a nonstaining, rust-preventative material. Rust-stained steel formwork is not acceptable.

3.6 CONCRETE PLACEMENT:

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.

C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.

D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for

consolidation of concrete complying with ACI 309.

2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix to segregate.

E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in continuous operation, within limits of construction joints, until completing placement of a panel or section.

1. Consolidate concrete during placement operations so that concrete is thoroughly worked around reinforcement, other embedded items and into corners.
2. Bring slab surfaces to correct level with a straightedge and strike off. Use bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
3. Maintain reinforcing in proper position on chairs during concrete placement.

F. Cold-Weather Placement: Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

G. When air temperature has fallen to or is expected to fall below 40 deg.F (4 deg.C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg.F (10 deg.C) and not more than 80 deg.F (27 deg.C) at point of placement.

1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

2. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.

H. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305 and as specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg.F (32 deg.C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately

before embedding in concrete.

3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.
4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Owner.

3.7 FINISHING FORMED SURFACES:

A. Rough-Formed Finish: Provide a rough-formed finish on formed concrete surfaces not exposed to view in the finished Work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.

B. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or another similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.

C. Smooth-Rubbed Finish: Provide smooth-rubbed finish on scheduled concrete surfaces that have received smooth-formed finish treatment not later than 1 day after form removal.

1. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 MONOLITHIC SLAB FINISHES:

A. Scratch Finish: Apply scratch finish to monolithic slab surfaces to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and where indicated.

1. After placing slabs, finish surface to tolerances specified in Section 3.11. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set with stiff brushes, brooms, or rakes.

B. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and

other finishes as specified; slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo; and where indicated.

1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Finish surfaces to tolerances specified in Section 3.11. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

C. Trowel Finish: Apply a trowel finish to monolithic slab surfaces exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or another thin film-finish coating system.

1. After floating, begin first trowel-finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and finish surfaces to tolerances specified in Section 3.11. Grind smooth any surface defects that would telegraph through applied floor covering system.

D. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply a trowel finish as specified, then immediately follow by slightly scarifying the surface with a fine broom.

E. Nonslip Broom Finish: Apply a nonslip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Owner before application.

F. Colored Wear-Resistant Finish: Apply a colored wear-resistant finish to monolithic slab surface indicated.

1. Apply dry shake materials for the colored wear-resistant finish at a rate of 100 lb per 100 sq. ft., unless a greater amount is recommended by material manufacturer.
2. Cast a trial slab approximately 10 feet square to determine actual application rate, color, and finish, as acceptable to Owner.
3. Immediately following the first floating operation, uniformly distribute with mechanical spreader approximately two-thirds of the required weight of the dry

shake material over the concrete surface, and embed by power floating. Follow floating operation with second shake application, uniformly distributing remainder of dry shake material with overlapping applications to ensure uniform color, and embed by power floating.

4. After broadcasting and floating, apply a trowel finish as specified. Cure slab surface with a curing compound recommended by the dry shake material manufacturer. Apply the curing compound immediately after the final finishing.

3.9 FLOOR FLATNESS/LEVELNESS REQUIREMENTS:

A. After placing slabs, finish surface to the following tolerances of F(F) (floor flatness) and F(L) (floor levelness) measured according to ASTM E 1155:

FINISH	SLAB-ON-GRADE				FRAMED FLOOR	
	OVERALL		LOCAL		OVERALL	LOCAL
	FF	FL	FF	FL	FF	FF
Scratch Finish	18	15	15	13	25	22
Float Finish	20	17	18	15	25	22
Trowel Finish	25	22	20	17	25	22

Specified overall F-numbers apply to the whole floor, taken as one. Minimum local F- numbers apply to each slab, bounded by construction joints.

3.10 MISCELLANEOUS CONCRETE ITEMS:

A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as specified to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

3.11 CONCRETE CURING AND PROTECTION:

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screeding and bull floating, but before

power floating and troweling.

B. No curing agents or sealers are to be applied to the concrete slab where Resilient Athletic Flooring is scheduled.

C. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.

D. Curing Methods: Cure concrete by curing compound, by moist curing, by moisture-retaining cover curing, or by combining these methods, as specified.

1. Provide moisture curing by the following methods:

    a. Keep concrete surface continuously wet by covering with water.
    b. Use continuous water-fog spray.
    c. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with a 4-inch lap over adjacent absorptive covers.

2. Provide moisture-retaining cover curing as follows:
    a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Apply curing compound on exposed interior slabs and on exterior slabs, walks, and curbs as follows:
    a. Apply curing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
    b. Use membrane curing compounds that will not affect surfaces to be covered with finish materials applied directly to concrete.

E. Curing Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for the full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

F. Curing Unformed Surfaces: Cure unformed surfaces, including slabs, floor topping, and other flat surfaces, by applying the appropriate curing method.

1. Final cure concrete surfaces to receive finish flooring with a moisture-retaining cover, unless otherwise directed.

3.12 REMOVING FORMS:

A. General: Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg.F (10 deg.C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form-removal operations, and provided curing and protection operations are maintained.

B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days or until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.

C. Form-facing material may be removed 4 days after placement only if shores and other vertical supports have been arranged to permit removal of form-facing material without loosening or disturbing shores and supports.

3.13 REUSING FORMS:

A. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-coating compound as specified for new formwork.

B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use patched forms for exposed concrete surfaces except as acceptable to Owner.

3.14 CONCRETE SURFACE REPAIRS:

A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removing forms, when acceptable to Owner.

B. Mix dry-pack mortar, consisting of one part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing.

1. Cut out honeycombs, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts down to solid concrete but in no case to a depth less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with bonding agent. Place patching mortar before bonding agent has dried.

2. For surfaces exposed to view, blend white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

C. Repairing Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Owner. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes and fill with dry-pack mortar or precast cement cone plugs secured in place with bonding agent.

1. Repair concealed formed surfaces, where possible, containing defects that affect the concrete's durability. If defects cannot be repaired, remove and replace the concrete.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface tolerances specified for each surface and finish. Correct low and high areas as specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having the required slope.

1. Repair finished unformed surfaces containing defects that affect the concrete's durability. Surface defects include crazing and cracks in excess of 0.01 inch wide or that penetrate to the reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycombs, rock pockets, and other objectionable conditions.
2. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.
3. Correct low areas in unformed surfaces during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete. Proprietary underlayment compounds may be used when acceptable to Owner.
4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

E. Perform structural repairs with prior approval of Owner for method and procedure,

using specified epoxy adhesive and mortar.

F. Repair methods not specified above may be used, subject to acceptance of Owner.

3.15 QUALITY CONTROL TESTING DURING CONSTRUCTION:

A. General: The Owner will employ a testing agency to perform tests and to submit test reports.

B. Sampling and testing for quality control during concrete placement may include the following, as directed by Owner.

1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
   a. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
   b. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231, pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
   c. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg.F (4 deg.C) and below, when 80 deg.F (27 deg.C) and above, and one test for each set of compressive-strength specimens.
   d. Compression Test Specimen: ASTM C 31; one set of four standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.

C. Compressive-Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yd. plus additional sets for each 50 cu. yd. more than the first 25 cu. yd. of each concrete class placed in any one day, or for each 5000 sq ft of surface are placed; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.

1. Any additional cylinder required by the Contractor for early strength gain tests for form stripping or post-tensioning are Contractor's responsibility and shall be paid for by Contractor.
2. When frequency of testing will provide fewer than five strength tests for a given class of concrete, conduct testing from at least five randomly selected batches or from each batch if fewer than five are used.
3. When total quantity of a given class of concrete is less than 50 cu. yd., Owner may waive strength testing if adequate evidence of satisfactory strength is provided.
4. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective

procedures for protecting and curing the in-place concrete.

5. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test result falls below specified compressive strength by more than 500 psi.
6. Test results will be reported in writing to Owner, Structural Engineer, ready- mix producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.
7. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
8. Additional Tests: The testing agency will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Owner. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

END OF SECTION

SECTION 07 9200
JOINT SEALANTS

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Section includes elastomeric joint sealants & acrylic sealant.

1.02 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.03 DELIVERY, STORAGE, & HANDLING

A. Store products in original, unopened containers in clean, dry area away from heat and direct sunlight.

1.04 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions.

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.05 WARRANTY

A. Provide manufacturer's 10-year material warranty.

B. Include coverage for replacement of sealant materials which fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure, provided sealant has been installed per manufacturer's recommendations.

C. Warranty Exclusions: Failure resulting from concrete shrinkage, excessive movement structural cracks or defects, faulty construction, faulty design, faulty materials (other than joint sealants), improper installation, misuse of structure, settlement, or accident, fire, or other casualty or physical damage.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Elastomeric Sealants (Exterior applications):

1. Adjacent to EIFS: A premium, high-performance, very low-modulus, high-movement, non-sag, fast-curing, designed to adhere to low energy surfaces, one-component silyl-terminated polyether hybrid sealant. Tint base. Color to match adjacent material or as approved by Architect.
   a. Master Builders Solutions US, LLC- MasterSeal NP 150
   b. Tremco Spectrem 1
   c. Pecora 890 FTS
2. Other exterior applications: A premium, high-performance, low-modulus, high-movement, non-sag, fast-curing, ready-to-use, one-component silyl-terminated polyurethane hybrid sealant. Tint base. Color to match adjacent material or as approved by Architect.
   a. Master Builders Solutions US, LLC MasterSeal NP 100
   b. Tremco Dymonic 100
   c. Pecora 864 NST

2.02 PERFORMANCE REQUIREMENTS

A. Elastomeric Sealants (Exterior applications).

1. Adjacent to EIFS:
   a. Compliances:
      i. ASTM C920, Type S, Grade NS, Class 50, Use NT, M, A, and O, capable of +100/-50 in normal field conditions.
      ii. ASTM C 1382 for use with EIFS wall systems at 100% extension.
   b. Service Temperature Range: Minus 40 to 180 degrees F (minus 40 to 82 degrees C).
   c. Shrinkage: None
   d. Movement Capability, ASTM C719: Plus or minus 50 percent.
   e. Extension, ASTM C 1382: 100%
   f. 100% Modulus, ASTM C 412: 35 psi.
   g. Tensile Strength, ASTM D412: 140-180 psi.
   h. Tear Strength, ASTM D1004: 40 pli.
   i. Ultimate Elongation at Break, ASTM D412: 800-1000 percent.
   j. Rheological, ASTM C639, sag in vertical displacement, 120 degrees F (49 degrees C): No sag.

k. Extrudability, ASTM C 1183: 2-3 sec.

l. Hardness, ASTM C661, Shore A: 17.

m. Weight Loss, ASTM C 1246, after heat aging: less than 10 percent.

n. Tack-Free Time, ASTM C 1246: 90 minutes.

o. Stain and Color Change, ASTM C 510: Passes, no visible stain.

p. Bond Durability, ASTM C719, on aluminum and concrete: Passes, plus or minus 50 percent movement.

q. Adhesion in Peel, ASTM C794: Aluminum: 35 pli, Concrete: 36 pli.

r. Artificial Weathering, ASTM G155, Xenon arc, 2,000 hours: No Cracking.

s. VOC Content: When mixed, 28 g/L, less water and exempt solvents.

t. Design Requirements: (Design number of joints and joint widths for maximum of plus or minus 50 percent movement).

i. Depth of sealant to be 1/2 width of joint.

1. Maximum Depth: 1/2 inch.

2. Minimum Depth: 1/4 inch.

3. Maximum Recommended Width: 1-1/2 inches.

2. Other exterior applications:

a. Compliances:

i. ASTM C920, Type S, Grade NS, Class 50, Use NT, T, M, A, and O excluding glass.

ii. ASTM C 1382 for use with EIFS wall systems at 100% extension.

b. Service Temperature Range: Minus 40 to 180 degrees F (minus 40 to 82 degrees C).

c. Shrinkage: None.

d. Movement Capability, ASTM C719: Plus or minus 50 percent.

e. 100% Modulus, ASTM C 412: 25-50 psi.

f. Tensile Strength, ASTM D412: 160-200 psi.

g. Tear Strength, ASTM D1004: 22 pli.

h. Ultimate Elongation at Break, ASTM D412: 700-900 percent.

i. Rheological, ASTM C639, sag in vertical displacement, 120 degrees F (49 degrees C): No sag.

j. Extension Rate, ASTM C1183: 48.10 mL/min.

k. Hardness, ASTM C661, Shore A: 17-23.

l. Weight Loss, ASTM 792, after heat aging: less than or equal to 1 percent.

m. Tack-Free Time, ASTM C679: Passes 3-5 hours.

n. Tack-Free Time By Touch: Pass 50-70 hours.

o. Stain and Color Change, ASTM C510: Passes, no visible stain.

p. Bond Durability, ASTM C719, on glass, aluminum, and concrete: Passes, plus or minus 50 percent movement.

q. Adhesion in Peel, ASTM C794:

i. Aluminum: 20.32 pli.

ii. Glass: 21.33 pli.

iii. Concrete: 16.21 pli

r. Adhesion in Peel, after UV radiation through glass, ASTM C794: 33 pli

s. Artificial Weathering, ASTM G155, Xenon arc, 2,000 hours: No Cracking.

t. VOC Content:

i. MasterSeal NP 100: 29 g/L, less water and exempt solvents.

ii. MasterSeal NP 100 Tint Base: 29 g/L, less water and exempt solvents.

u. Design Requirements: (Design number of joints and joint widths for maximum of plus or minus 50 percent movement).

i. Depth of sealant to be 1/2 width of joint.

1. Maximum Depth: 1/2 inch.

2. Minimum Depth: 1/4 inch.

3. Maximum Recommended Width: 1-1/2 inches.

2.03 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

D. Backerrods: ASTM C1330, Type C (closed-cell material with a surface skin), as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance or as noted on the drawings.

PART 3 – EXECUTION

1.01 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

1.02 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    a. Concrete.
    b. Masonry.
    c. Exterior insulation and finish systems.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    a. Metal.
    b. Glass.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

1.03 INSTALLATION

A. Backup Material:

1. Install appropriate size backer rod, larger than joint per manufacturer's recommendations, and in manner to provide concave sealant profile.
2. Where joint depth does not permit installation of backer rod, install adhesive-backed polyethylene bond-breaker tape along entire back of joint to prevent 3-sided adhesion of joint sealant.

B. Sealant:

1. Apply sealant in accordance with manufacturer's instructions.
2. Verify that temperature and moisture conditions are within manufacturer's acceptable limits.
3. Completely fill joint with sealant, filling from bottom up to avoid entrapping air.
4. Using clean, dry tool with rounded edge, and of appropriate width for each joint, tool freshly installed sealant to provide preferred concave profile, to ensure intimate contact between sealant and substrate, and to provide neat appearance. Where surface aggregate does not permit proper tooling, install sealant and backer rod so that face of joint is recessed behind exposed aggregate, and sealant is bonded to firm, even surface.
5. Use dry tooling method. Do not use tooling agents such as soapy water or solvents that have not been approved by sealant manufacturer.

C. Curing Time:

1. Elastomeric Sealant:
   a. Curing of joint sealants varies with temperature and humidity. The following times assume 75 degrees F, 50 percent relative humidity, and joints 1/2 inch wide by 1/4 inch.
      i. Skins: Within one hour.
      ii. Functional: Within three days.
      iii. Full Cure: Approximately one week.

1.04 INSPECTION

A. During execution of work, inspect work to ensure compliance with manufacturer's guidelines, these specifications when they exceed manufacturer's guidelines, the drawings, and good construction practice.

1. Refer to latest revision of ASTM C1521 for test methods and frequency.

2. Allow inspections of work and assist in testing requested by manufacturer's representative and architect/engineer.

B. Non-Compliant Work: If inspections reveal non-compliant work that was not installed per specifications, and/or manufacturer requirements, remove adjacent work until a location is reached where installation was performed properly. Assist in checking remainder of work.

1.05 CLEANING

A. Remove uncured sealant and joint filler with xylene, toluene, MEK, or other sealant manufacturer approved solvent.

B. Remove cured sealant by cutting with sharp-edged tool.

C. Remove thin films by abrading.

D. Remove debris related to application of sealants from project site per applicable regulations for hazardous waste disposal.

1.06 PROTECTION

A. Protect work from contaminating substances and damage resulting from other construction operations or other causes so that sealed joints are without deterioration or damage at time of project completion.

END OF SECTION

SECTION 099113
EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Primers.
2. Finish coatings.
3. Sealers and paints.

B. Related Requirements:

1. Section 09 96 00 "High-Performance Coatings" for tilelike coatings.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include preparation requirements and application instructions.
2. Indicate VOC content.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint Products: **5** percent, but not less than **1 gal.** of each material and color applied.

1.5 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Owner will select one surface to represent surfaces and conditions for application of each paint system.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
b. Other Items: Owner will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Owner at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations in writing.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. The Sherwin Williams Company (Basis of Design)

B. BLP Mobile Paint, Theodore, AL

C. Source Limitations: Obtain each paint product from single source from single manufacturer.

2.2 PAINT PRODUCTS, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by topcoat manufacturer for use in paint system and on substrate indicated.

B. Colors: As selected by Owner from manufacturer's full range of color.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Concrete: 12 percent.
2. Fiber-Cement Board: 12 percent.
3. Masonry (Clay and Concrete Masonry Units): 12 percent.
4. Wood: 15 percent.
5. Portland Cement Plaster: 12 percent.
6. Gypsum Board: 12 percent.

C. Portland Cement Plaster Substrates: Verify that plaster is fully cured.

D. Verify suitability of substrates, including surface conditions and compatibility, with finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems specified in this Section.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

3.3 INSTALLATION

A. Apply paints in accordance with manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
4. Primers may be omitted on items that are factory primed or factory finished if compatible with intermediate and topcoat coatings and acceptable to intermediate and topcoat paint manufacturers.

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written instructions, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written instructions.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
   1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
   2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
   3. Allow empty paint cans to dry before disposal.
   4. Collect waste paint by type and deliver to recycling or collection facility.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Owner, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

   1. Latex System

      a. Prime Coat: S-W Loxon Concrete & Masonry Primer, LX2W50
      b. Intermediate Coat: Matching topcoat.
      c. Topcoat: S-W Superpaint Exterior Latex, Flat (A80 Series) or Satin (A89 Series) or Gloss (A84 Series)

   2. Self-Cleaning Acrylic System

      a. Prime Coat: S-W Loxon Concrete & Masonry Primer, LX2W50
      b. Intermediate Coat: Matching topcoat.
      c. Topcoat: S-W Loxon Self-Cleaning Acrylic, Flat (LX13 Series) or Satin (LX14 Series)

B. Concrete Substrates, Traffic Surfaces:

1. Acrylic Floor Paint System

a. Prime Coat: Matching topcoat.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W Armorseal Tread-Plex Waterbased Acrylic Floor Coating, B90 Series)

2. Solvent-Based Pigmented Sealer System
a. Prime Coat: Matching topcoat.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W H&C Colortop Solvent Based Solid Color Concrete Sealer.

C. Concrete Masonry Unit Substrates:

1. Light Industrial Acrylic System:

a. Prime Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W Pro Industrial Acrylic Coating, EgShel B66-660, or Semi Gloss B66-650, or Gloss B66-600

2. High-Build Acrylic Waterproofing System: Dry film thickness of not less than 10 mils (0.25 mm).

a. Prime Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150
b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
c. Topcoat: S-W Loxon XP Waterproofing Masonry Coating, Flat (LX11 Series) or Satin (LX21 Series)

D. Portland Cement Plaster Substrates:

1. Latex System

a. Prime Coat: S-W Loxon Concrete and Masonry Coating, LX2W50
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W Superpaint Exterior Latex, Flat (A80 Series) or Satin (A89 Series) or Gloss (A84 Series)

2. High-Build Acrylic Waterproofing System: Dry film thickness of not less than 10 mils.

a. Prime Coat: S-W Loxon Concrete and Masonry Coating, LX2W50Intermediate Coat: Matching topcoat.
b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
c. Topcoat: S-W Loxon XP Waterproofing Masonry Coating, Flat (LX11 Series) or Satin (LX21 Series)

3. Water-Based, Light Industrial Coating System

   a. Prime Coat: S-W Loxon Concrete and Masonry Coating, LX2W50
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: S-W Pro Industrial Acrylic Coating, EgShel B66-660, or Semi Gloss B66-650, or Gloss B66-600

END OF SECTION

SECTION 09 96 00
HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of high-performance coating systems on the following substrates:

1. Exterior Substrates:

    a. Concrete
    b. Concrete masonry units (CMU).
    c. Stucco surfaces.

B. Related Requirements:

1. Section 01 35 16 "Alteration Project Procedures" for general remodeling, renovation, repair and maintenance requirements.
2. Section 04 01 10 "Masonry Cleaning" for cleaning existing unit masonry surfaces.
3. Section 09 91 13 "Exterior Painting" for special-use coatings and general field painting.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.

1. Indicate VOC content

B. Product List: For each product indicated, include the following:

1. VOC content.

1.4 CLOSEOUT SUBMITTALS

A. Coating Maintenance Manual: Provide coating maintenance manual including area

summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run,] that match products installed and
that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 1 gal. of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacture's label with the following information:

1. Product name and type (description).
2. Batch date.
3. Color number.
4. VOC content.
5. Environmental handling requirements.
6. Surface preparation requirements.
7. Application instructions.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 50 and 95 deg F.

B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

C. Do not apply exterior coatings in snow, rain, fog, or mist.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

PART 2 - PRODUCTS

1.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin- Williams Company (The); products indicated or equal.

1. Sherwin Williams ArmorSeal 8100 Water Based Epoxy Floor Coating, or approved substitution prior to bidding

B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 01 60 00 "Product Requirements," and the following:

1. Products are approved by manufacturer in writing for application specified.
2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.
3. Source Limitations: Obtain paint materials from single source from single listed manufacturer. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

1.2 HIGH-PERFORMANCE COATINGS, GENERAL

A. Material Compatibility:

1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a coating system, provide products recommended in writing by manufacturers of topcoat for use in coating system and on substrate indicated.
3. Provide products of same manufacturer for each coat in a coating system.

B. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall comply with VOC content limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC content limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Primers, Sealers, and Undercoaters: 200 g/L.
4. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
5. Floor Coatings: 100 g/L.
6. Shellacs, Clear: 730 g/L.
7. Shellacs, Pigmented: 550 g/L.

C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Service's "Standard Practice for the Testing of Volatile Organic Chemical Emissions from Various Sources Using Small Scale Environmental Chambers."

D. Colors: As selected by Architect from manufacturer's full range of standard and custom colors. Maximum of (3) three colors shall be selected.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.

1. Report in writing conditions that may affect application, appearance, or performance of paint.

B. Substrate Conditions:

1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

   a. Concrete: 12 percent.

2. Plaster Substrates: Verify that plaster is fully cured.

C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. ***Note: After demolition phase work, where existing plumbing or other items have been removed from existing surfaces to be re-finished, infill, patch, and repair any openings to match existing adjacent construction prior to prep & re-finishing work.***

C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

D. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.

E. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.

1. Clean surfaces with pressurized water. Use pressure range of 1500 to 4000 psi at 6 to 12 inches.
2. Abrasive blast clean surfaces to comply with SSPC-SP 7/NACE No. 4, "Brush-Off Blast Cleaning."

3.3 APPLICATION

A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

1. Use applicators and techniques suited for coating and substrate indicated.
2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not apply coatings over labels of independent testing agencies or equipment

name, identification, performance rating, or nomenclature plates.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.

1. Contractor shall touch up and restore coated surfaces damaged by testing.
2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

END OF SECTION

SECTION 131108.03
EPOXY ADHESIVES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. GENERAL:

1. The work includes furnishing all labor, materials, equipment, supervision, regulatory documentation, permits and services necessary to perform the requirements of this section
2. The contractor will inspect to ensure that all surfaces are prepared for the work included under this section.

B. PRODUCTS:

1. Epoxy adhesives
2. Epoxy crack repairs

C. COORDINATION:

1. All adhesive and crack repair materials used as a finished surface shall be color coordinated to adjacent surfaces

D. QUALITY

1. Material used shall be labeled for the application

1.2 BASIS FOR MATERIAL SELECTION

A. PRODUCTS: The products listed in Part 2 have been selected as a basis of design to ensure compatibility of materials. Equal products provided by a single manufacturer are acceptable upon pre-approval before bidding.

B. MANUFACTURER
450 East Copans Rd
Pompano Beach Fl, 33064
800.892.1880
Fax 800.362.3320
http://www.atcepoxy.com/

C. DATA: The manufacturer requires that all data sheets remain intact. These sheets are found attached at the end of this section.

1.3 WARRANTY

A. Manufacturers' warrantee shall apply

PART 2 - PRODUCTS

2.1 EPOXY ADHESIVE

A. AVAILABLE PRODUCTS:

1. UltraBond 4CC by Adhesive Technologies Corp. or equal

B. APPLICATION:

1. Anchoring inserts
2. Doweling of rebar

2.2 BONDING CONCRETE TO CONCRETE

A. AVAILABLE PRODUCTS:

1. Ultrabond 2000 for fast set applications by Adhesive Technologies Corp. or equal
2. Ultrabond 5100 for slow set damp applications by Adhesive Technologies Corp. or equal
3. Ultrabond 5000 for slow set applications by Adhesive Technologies Corp. or equal

B. APPLICATION:

1. Handicap accessible steps to existing concrete walls, bottom and adjacent steps

A. Available Products:

1. Crackbond SLV302 by Adhesive Technologies Corp. or equal

2.4 SMALL CRACK REPAIRS

A. Available Products:

1. Crackbond LR321 by Adhesive Technologies Corp. or equal
2. Cracks ranging from 1/8" to ¼" size

2.5 LARGER CRACK REPAIRS

A. Available Products:

1. Ultrabond 5100 for slow set damp applications by Adhesive Technologies Corp. or equal

2. Cracks larger than 1/4"

2.6 **CONCRETE VOID REPAIR**

A. Epoxy injection
B. Basis for design

1. Sikadur 52	Epoxy injection material
2. Sika 31 Hi Mod	Epoxy paste for injection ports and cracks between ports
3. Sida Fix HH	Urethane Injection for water seal

PART 3 - EXECUTION

3.1 **See manufacturer's information**

END OF SECTION

SECTION 13 11 09.07
POOL SURFACE PREPARATION

PART 1 - GENERAL

1.1 GENERAL:

A. This Contractor is referred to the General and Special Conditions of the Contract which shall form a part and be included in this section of the specification and shall be binding on this Contractor.

B. It is the intention of these specifications and drawings to call for finished work, tested and ready for the addition of a new surface. Whenever the work "provide" is used, it shall mean "furnish and install complete and ready for use".

C. The work includes furnishing all labor, materials, equipment, supervision, regulatory documentation, permits and services necessary to remove the existing surface and repair/prepare the substrate to receive the new coating material.

D. Requirements for handling and disposal of demolished material shall be shown elsewhere.

E. The pool consultant and the new coating manufacturer's technical representative will inspect the surface preparation work

F. The contractor will perform the draining, filling and balancing of the pool water to a Saturation Index between +0.2 and -0.2

G. The Contractor shall coordinate the work with the owner and other contractors affected by the work

H. Minor details not usually shown or specified, but necessary for the proper execution shall be included in the work, the same as if herein specified or shown.

I. Some items of equipment are specified in the singular; however, the Contractor shall provide and install the number of items or equipment as indicated on the drawings, and as required for complete systems.

1.2 SECTION INCLUDES:

A. Surface Preparation of

1. Existing specialty deck coatings
2. Existing painted surfaces

3. Existing epoxy coatings
4. Existing plaster coatings
5. Existing specialty plaster coatings
6. Existing concrete surfaces
7. New concrete surfaces

1.3 REFERENCED SECTIONS:

A. Section 131105 Structural Demolition

1.4 WARRANTY

A. Warranty for bonding of all materials to the existing substrate shall be 5 years from acceptance by the owner.

B. Warranty that the new surface will remain intact along adjacent surface components for 5 years from acceptance by the owner.

PART 2 - PRODUCTS

2.1 NOT REQUIRED

PART 3 - EXECUTION

3.1 EQUIPMENT

A. Equipment used for the procedure selected shall be
   1. Compatible with all job site regulatory and safety standards.
   2. Compatible with all existing utility requirements.

3.2 METHODS

A. DETERGENT SCRUBBING

   1. CHEMICAL
      a. Alkaline detergent solution as required to remove oil, grease, buildup and loose dirt

   2. Equipment
      a. Machine surface scrubbing equipment
      b. Cleaning hand tools
      c. Surface rinsing equipment
      d. Equipment for the removal of spent materials and debris
      e. Personal safety equipment

B. ACID ETCHING

1. CHEMICAL
    a. Hydrochloric acid

2. EQUIPMENT
    a. Machine surface scrubbing equipment
    b. Cleaning hand tools
    c. Surface rinsing equipment
    d. Equipment for the removal of spent materials and debris
    e. Personal safety equipment

C. MECHANICAL SCARIFICATION

1. Shot blasting
    a. Materials available includes steel, glass, sand or organic materials
    b. Wheel blast technology shall be considered
    c. Post shot blast clean up
2. Submit for review

D. WATER JETTING

1. High pressure range up to 5,000 psi
2. Ultra high pressure from 5,000 psi to 40,000 psi

3.3 EXAMINATION

A. Determine the manufacturer's surface profile (Concrete Surface Profile CPS value) required for the new coating
B. Determine the contaminants to be removed
C. Determine the condition of the substrate
D. Select the means and materials for the removal of the contaminants
E. Select the means and materials for the removal of non-durable concrete
F. Select the materials for the post removal substrate repair as needed
G. Determine the residual materials used for surface preparation

3.4 DISPOSAL

A. Determine the materials being use for the removal of the surface material
B. Determine the residual materials used for surface preparation
C. Determine the method of disposal

3.5 SUBMITTAL

A. Submit for review findings and selection of the processes in 3.1, 3.2 and 3.3 above

3.6 TESTING

A. Review relevant specification sections and drawings
B. Surface pH test
   1. Wet surface with distilled water
   2. Test the wet surface with pH paper
   3. If pH is 10 or lower additional surface preparation will be required
   4. If the contaminants cannot be removed then submit details for an oil tolerant epoxy system.
C. MOISTURE VAPOR TRANSMISSION
   1. ASTM-F-1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
   2. ASTM-F-2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes.
   3. ASTM-D-4263 Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method. This test is only an indication and should not be used to determine moisture migration.
D. SURFACE PROFILE
   1. Surface CSP value required after consulting with the manufacturer of the finished surface to be applied
   2. Surface CSP value test as required by the manufacturer of the finished surface material

3.7 RELATED ASTM STANDARDS FOR SURFACE PREPARATION

A. ASTM-D-4258 Standard Practice for Surface Cleaning Concrete for Coating
B. ASTM-D-4259 Standard Practice for Abrading Concrete
C. ASTM-D-4260 Standard Practice for Acid Etching Concrete
D. ASTM-D-4261 Standard Practice for Surface Cleaning Concrete Unit Masonry for Coating
E. ASTM-D-4262 Standard Test Method for Ph of Chemically Cleaned or Etched Concrete Surfaces
F. ASTM-C-811 Standard Practice for Surface Preparation of Concrete for Application of Chemical Resistant Resin Monolithic Surfacing
G. ASTM-E-1575- 18 Standard Practice for Pressure Water Cleaning and Cutting

3.8 POOL STRUCTURAL REPAIR:

A. STANDARDS

   1. ICRI 03730 Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion
   2. ICRI 03730 Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings and Polymer Overlays.
   3. ACI 546R-04 Concrete Repair Guide

B. SUBSTRATE PREPARATION PER MATERIAL MANUFACTURER'S GUIDELINES

C. REINFORCING MATERIAL

1. Exposed reinforcing steel is to be mechanically cleaned of all rust and other contaminants in accordance with ICRI 03732.
2. Prime the steel with ARDEX Bonding and Anti-Corrosion Agent or equal product provided or recommended by the finished coating manufacturer
3. Dormant cracks and joints greater than 1/16" shall be filled with a joint-filler as provided by the finished coating manufacturer.

3.9 DETERGENT SCRUBBING

A. PURPOSE: Surface preparation for acid etching, application of sealers, surface hardeners or adhesive bonding.

B. LIMITATION of WORK: Limited to the removal of water soluble or detergent-emulsifiable contaminants such as loose debris, superficial removal of oil, grease, organic or inorganic residues, some acrylic, wax, or rubber membranes, rust, and other oxidation deposits from concrete surfaces. Absorbed fluids such as oils and grease may require several treatments to achieve acceptable results. Holes and open pores at the surface may be scrubbed to a depth of 6 to 10 mils.

C. PROFILE

1. Per ICRI CSP 1-10 provide a clean surface devoid of oil, grease, buildup and loose debris without altering the surface texture or appearance.
2. If etching is required by the coating manufacturer then the surface shall be cleaned to allow for the chemical etching process

D. MECHANICAL SCRUBBING

1. Machine scrubbing on open or confined horizontal and/or vertical surfaces
2. Equipment example
   a. For vertical surfaces Karcher International Model BD 175C with brush stiffness needed for cleaning the surface
   b. For horizontal surface use automatic scrubbing machine or single disc machine
   c. Equal equipment acceptable.

E. RINSE

1. Low pressure (less than 5,000 psi) shall be used to rinse the cleaning chemical, sludge and loose debris from all surfaces.
2. The process shall not produce any measureable removal of sound concrete surface

F. STANDARDS

1. Visual inspection shall show no dirt, oil, grease or debris
2. The prepared surface shall be free of bond-inhibiting barriers
3. The prepared surface shall able to accepted the proposed coating application
4. Gloss meter or slip tester/traction recorder. See Section 13 11 04
5. A test area shall be hand scrubbed using the same chemical solution. Recovered solution shall be clear

G. SUBMITTAL

1. Coating manufacturer's instructions for preparation of the surface type to receive the coating

    a. MSDS Sheets for the chemical cleaner(s) to be used
    b. List of equipment to be used
    c. Process of using the cleaner(s) and equipment

2. ENVIRONMENTAL

    a. Containment, disposal and/or special handling of cleaning materials, sludge and debris
    b. See Section 13 11 05

3. SAFETY

    a. Submit OSHA required personal protective equipment per MSDS sheets
    b. Submit emergency plan for evacuation of the work space and adjacent spaces

3.10 ACID ETCHING

A. PURPOSE: Remove cement from the surface and pores of the concrete exposing the fine aggregate of the concrete to allow for the application of sealers or thin-film epoxy, urethane, acrylic and alkyd coatings. Typical depth of removal shall be 4 to 10 mils

B. EXAMINATION: Ensure that the concrete aggregate shall not be affected by the acid solution

C. LIMITATION of WORK:

1. Limited to the removal of cement materials at the surface of the concrete and dislodging slight traces of oils, grease or dirt remaining after the final rinse of a detergent scrubbing.
2. Concrete shall be greater than six weeks (completely cured).
3. Shall not be used on metallic hardened surfaces

D. CHEMICAL

4. Hydrochloric acid
5. Control solution strength and volume to limit the depth of the chemical attack to not greater than 10 mils

E. PROFILE

1. Per ICRI CSP 1- 3

   a. Provide a clean, dull even appearance surface with no noticeable patterns
   b. Texture similar to 120 grit sandpaper
   c. Devoid of oil, grease, buildup and loose debris

F. PROTECTION

1. Review the MSDS sheet for hydrochloric acid
2. Make provisions to protect all other surfaces from fumes and direct contact with the hydrochloric acid
3. Interior applications require special preparation for air handling systems, other mechanical, plumbing and building components
4. Store the acid separate from the cleaning solution chemical(s)
5. Exhaust of fumes shall require safety provisions

G. TYPICAL PROCESS

1. Thoroughly wet the concrete surface ensuring that no standing water remains
2. Apply the mixed solution uniformly over the surface at an approximate rate of 100 ft^2 per gallon
3. Agitate the acid solution with stiff bristle brush or power brush for 5 to 10 minutes not allowing the surface to dry
4. Rinse with clean water at building water pressure or use a pressure washer not to exceed 1,000 psi
5. Vacuum residue
6. Scrub with an alkaline detergent and vacuum residue to remove the etching debris
7. Rinse with clean water at building water pressure or use a pressure washer not to exceed 1,000 psi
8. Vacuum residue
9. Allow the surface to dry.

H. STANDARDS

1. Compare all observations to the coating manufacturer's requirements.
2. Visual inspection shall show a fine grained surface profile with no white residue, dirt or debris
3. Check the surface using a moisture meter
4. Check the surface pH

5. The surface shall be free of bond-inhibiting barriers and debris
6. The prepared surface shall able to accepted the proposed coating application

I. SUBMITTAL

1. Coating manufacturer's instructions for preparation of the surface type to receive the coating

   a. MSDS Sheets for the acid to be used
   b. List of equipment to be used
   c. Process of using the etching acid and equipment

2. Environmental

   a. Containment, disposal and/or special handling of cleaning materials, sludge and debris
   b. See Section 13 11 05

3. Safety

   a. Submit OSHA required personal protective equipment per MSDS sheets
   b. Submit emergency plan for evacuation of the workspace and adjacent spaces.

END OF SECTION

SECTION 131110.01
POOL SIGNAGE

NOTE: REPLACE SIGNAGE AROUND THE POOL FOR WATER DEPTH.

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. GENERAL:
1. The work includes furnishing all labor, materials, equipment, supervision, regulatory documentation, permits and services necessary to perform the requirements of this section
2. The contractor will inspect to ensure that all surfaces are prepared for the work included under this section.
3. Signage shall comply with all requirements of all authorities having jurisdiction

B. PRODUCTS:

1. Pool Signs
2. Pool Safety Equipment

C. COORDINATION:
1. Mounting surface has been prepared

D. QUALITY
1. Specified materials selected shall meet the operational requirements for the pool

1.2 WARRANTY

A. Manufacturers' warranty shall apply

PART 2 - PRODUCTS

2.1 SIGNAGE FOR POOLS, SPAS and SPECIALTY POOLS

A. Materials of fabrication for all signs
1. Surface-mount sign black print on a white substrate
2. Suitable for indoor or outdoor applications
3. Ambient temperature range from -40° F to 180° F.
4. UV - stable ink
5. Enamel-coated aluminum
6. UV, chemical, abrasion and moisture resistant
7. Aluminum signs have 0.20 in mounting holes in each corner
8. Mounting anchor and hardware shall be stainless steel.

B. Materials for Signs and Mounting Signs
1. Non-corrosive.

2. Meets or exceeds all jurisdictional rules
   a. Letter/number height and font
   b. Contrasting letters/numbers to a light background
3. Aesthetically acceptable to the owner

C. A "Pool Rules" sign
1. Minimum of 1" letter/number text height.
2. Black ink with white background
3. Block font, no underlines, all capital letters
4. Sign shall be posted at each access point of the pool area
5. Sign must include the following items.
   a. Swimming is permitted only while lifeguards are present and on duty.
   b. Children under 10 years of age must be accompanied by an adult 18 years of age or over.
   c. All children who are not toilet-trained must have a swim diaper and a bathing suit and/or plastic pants.
   d. Running, rough play, horseplay, dunking, and/or throwing children is not allowed. Inappropriate language will not be tolerated.
   e. Excessive breath-holding and breath-holding games are prohibited.
   f. Before entering the pool, patrons must shower with soap and rinse.
   g. Glass containers, food, drinks, gum, animals, tobacco products, alcohol, drugs, and firearms are prohibited from MPRD pool decks and locker rooms.
   h. Children less than 4 ft. tall must be accompanied by a parent, guardian, or instructor IN THE WATER unless the swimmer has demonstrated he/she could pass a deep end test each time the child attends the pool.
   i. Persons with rashes, open wounds or sores are not allowed in the water.
   j. Appropriate swim attire is required: lined swimsuits and trunks only. (No jeans or cut-offs.)
   k. No climbing, hanging, or tampering with lane lines, lifeguard, or facility equipment.
   l. Only one person is on a ladder at a time.
   m. Lifeguards must approve all toys and flotation devices – SCUBA and other large equipment are prohibited.
   n. Diving is only allowed in designated areas. Flips, twists, and backward jumps are not allowed.
   o. MPRD is not responsible for any lost or stolen items.
   p. Lightning Policy – The pool will require immediate closure of all pools in the event that lightning or thunder is present in or around the area. The pools will remain closed until 30 minutes past the last visible lightning strike or episode of thunder. 4 minutes reset if additional lightning or thunder is seen or heard.
   q. The lifeguard is the authority in the pool and locker rooms. Failure to comply with the rules may result in dismissal from the pool and locker room areas.
   r. Jewelry should not be worn in the pool.
6. Final configuration of the signage to meet all requirements for the local authority having jurisdiction (typically the health department).

D. Provide "CHILDREN SHOULD NOT USE THE SWIMMING POOL WITHOUT ADULT SUPERVISION" signs
   1. Minimum of 4" letter/number text height.
   2. Black ink with white background
   3. Block font, no underlines, all capital letters
   4. Sign shall be posted at each access point of the pool area

E. Provide one "EMERGENCY TELEPHONE" information sign
   1. Minimum of 4" letter/number height
   2. Black ink with white background
   3. Block font, no underlines, all capital letters
   4. Sign shall be posted adjacent to the emergency telephone
   5. Sign information includes
      a. Dialing instructions for 911
      b. Telephone number for the location of the pool
      c. Complete address for the location of the pool

F. Provide "POOL CLOSED" sign(s)
   1. Minimum of 4" letter/number height
   2. Black ink with white background
   3. Block font, no underlines, all capital letters
   4. One sign for each entrance to the pool area.
   5. Provisions to be made for temporary mounting each sign. Materials used for mounting shall be non corrosive
   6. Placement to be visible from outside of the natatorium or pool fence

PART 3 - EXECUTION

3.1 Confirm all mounting surfaces conditions to receive the signage mounting.

3.2 Clean up all mounting debris. Repair mounting surfaces as required using the same finish materials original used.

CAPITAL CONTRACT SUMMARY SHEET

Attached

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE
Gina Gregory, Councilmember

Purpose and Scope of Project:
Improvements and repairs at existing tennis courts of Copeland-Cox Tennis Center located at 851 Gaillard Drive.

Amount of Contract:
$81,000.00

Funding Source
C0791
CONTRACT #5688

ATTACHMENTS:
1. Resolution
2. CP Pkg

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

8RESOLUTION

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 Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Clark, Greer, Latham & Associates, Inc.
Project Name:	Copeland-Cox Tennis Center – Court Resurfacing
Project Number:	PR-010-23
Amount:	$81,000.00

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CO791 COPELAND COX PK TENNIS CENTER

CAPITAL PROJECT #: C0791

CONTRACT AMOUNT: $81,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-010-23

PROJECT DESCRIPTION: Improvements and repairs at existing tennis courts of Copeland-Cox Tennis Center located at 851 Gaillard Dr. Mobile, AL

VENDOR NAME: CLARK, GREER, LATHAM, ASSOC.

VENDOR NUMBER: 33612

DEPT #: 3030 **DEPT NAME:** REAL ESTATE ASSET MANAGEMENT

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 ___ 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: Dru Bishop **Date:** 2/4/2026

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # Copeland-Cl]

To: DRU BISHOP / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 02/04/26
CityLaw ID: A26-1266
Project / Contract Title: OA AGREEMENT - COPELAND-COX TENNIS CENTER
Vendor / Consultant: CLARK, GEER, LATHAM & ASSOCIATES, INC.

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ■ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents
- ■ Other (specify): Received AIA owner/architect agreement and a 2-page Exhibit 1 containing insurance requirements and 2 paragraphs.

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

■ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ■ Certificate of Insurance (COI)
- ■ Endorsements
- ■ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ■ E-Verify documents
- ■ Other (specify): RECOMMENDATIONS: (1) include the proposal, E-verify, COI and endorsements; (2) eliminate the Exhibit 1 since the insurance requirements are in the agreement and incorporate into the agreement, (3) recommended agreement edits in today's approval/transmittal e-mail; and (4) add the "Exhibit 1" City-required clauses into the agreement.

V. LEGAL DEPARTMENT SIGN-OFF

Bryan Horsley — **Reviewed By**
02/04/26 — **Date**

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:

CLARK, GEER, LATHAM & ASSOCIATES, INC.
3901 Spring Hill Ave
Mobile, Al 36526
City of Mobile Business License No.: 16999
Secretary of State Registration No.: 000-053-482

for the following Project:

Copeland-Cox Tennis Center - Court Resurfacing
851 GAILLARD DRIVE
MOBILE, ALABAMA 36608
Project number: PR-010-23

The Owner and Architect 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.

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12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 § 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Project Name and in Exhibit 1, Insurance Requirements.

§ 1.1.1 The Owner's program for the Project:

To provide design and consultation for resurfacing the tennis courts at Copeland-Cox Tennis Center as provided in the consultant's fee proposal dated December 11, 2025, respectively.

§ 1.1.2 The Project's physical characteristics:

The scope of the projects includes 16 courts located on the east side of Gaillard Drive situated in the Copeland-Cox Tennis Center.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

The estimated cost of design for construction at 851 Gaillard Drive Mobile, Alabama 36608 is Eighty-One Thousand and 00/100 Dollars ($81,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Thirty percent (30%) Thirty days (30), sixty percent (60%) sixty days (60), and ninety percent (90%) ninety days (90) completions.

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User Notes: (696aae7b57613abaa3229097)

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed.

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Director, REAM
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:

.1 Geotechnical Engineer:

N/A

.2 Other, if any:

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

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Thomas B. Clark, P.E.
Clark, Geer, Latham & Associates, Inc.
Thomas B. Clark, P.E.
3901 Spring Hill Ave
Mobile, Al 36608
251-344-7073

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

Clark, Geer, Latham & Associates, Inc.
Thomas B. Clark, P.E.
3901 Spring Hill Ave
Mobile, Al 36608
251-344-7073

.2 Electrical Engineer:

N/A

.3 Surveyor:

Clark, Geer, Latham & Associates, Inc.
D. Scott Carrier, PLS
3901 Spring Hill Ave
Mobile, Al 36608
251-344-7073

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

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User Notes: (696aae7b57613abaa3229097)

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive <u>General Liability</u> Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including 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.

4. Excess/Umbrella Liability Insurance

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

5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.

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.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, 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 date of issuance of Contract forms for execution, Consultant 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. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and

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other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** procuring the reproduction of Bidding Documents.
- **.2** **using Owner's approved procedures**, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.
- **.3** organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.5** participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

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Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall 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.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, 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.

§ 3.6.2.3 The Architect shall 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's 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 (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall 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) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.

§ 3.6.4.2 The Architect and the Architect's Consultant shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

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.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services		Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1	Programming	Architect
§ 4.1.1.2	Multiple preliminary designs	N/A
§ 4.1.1.3	Measured drawings	N/A
§ 4.1.1.4	Existing facilities surveys	N/A
§ 4.1.1.5	Site evaluation and planning	N/A
§ 4.1.1.6	Building Information Model management responsibilities	N/A
§ 4.1.1.7	Development of Building Information Models for post construction use	N/A
§ 4.1.1.8	Civil engineering	N/A
§ 4.1.1.9	Landscape design	N/A
§ 4.1.1.10	Architectural interior design	N/A
§ 4.1.1.11	Value analysis	N/A
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13	On-site project representation	N/A
§ 4.1.1.14	Conformed documents for construction	N/A
§ 4.1.1.15	As-designed record drawings	N/A
§ 4.1.1.16	As-constructed record drawings	N/A
§ 4.1.1.17	Post-occupancy evaluation	N/A
§ 4.1.1.18	Facility support services	N/A

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§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

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.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

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§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work,

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prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize

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the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

§ 8.1.2 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT 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 CONSULTANT or its agents to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT 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 CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

§ 8.1.4 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,

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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 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00 .00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be

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obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A. Preliminary Phase:	$ 9,500.00
B. Design Phase Item A, B & D :	$54,000.00
C. Design Phase Item C:	$2,500.00
D. Construction Phase Item E:	$8,500.00
E. Construction Phase Item F:	$3,500.00

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F. Construction Phase Item G: $3,000.00

A. Total Contract Amount: (not to exceed) $81,000.00

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

~~A. Basic Services Stipulated Sum $~~
~~B. Reimbursable Expenses: not to exceed $~~
~~C. Total Compensation: not to exceed $~~

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen percent (15 %)
Design Development Phase	twenty-five percent (25 %)
Construction Documents Phase	forty percent (40 %)
Procurement Phase	twenty percent (20 %)
Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

See Exhibit A

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Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows: .1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero ($ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

This Agreement is comprised of the following documents identified below:

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.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
a. Proposal for Architectural Services, Exhibit A
b. Insurance Requirements, Exhibit 1 paragraph III
c. Architect's E-Verify Documentation
d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

N/A

.3 Exhibits:

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

N/A

[X] Other Exhibits incorporated into this Agreement:

See Exhibit 1

.4 Other documents:

ARTICLE 14 NON DISCRIMINATION

§ 14.1 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.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 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 Consultant employs one or more employees within the State of Alabama, Consultant 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 therefr**om.**

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant 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.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 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.

ARTICLE 18 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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User Notes: (696aae7b57613abaa3229097)

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

OWNER *(Signature)*	~~ARCHITECT~~ *(Signature)* Engineer
(Printed name and title)	Thomas B. Clark, P.E. President *(Printed name, title, and license number if required)*

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 Thomas B. Clark, P.E. as ~~Executive Vice~~ President of Clark, Geer, Latham & Associates, 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 president.
Sworn to and subscribed for me this 22 day of January, 2026.

NOTARY PUBLIC
My Commission Expires:

BARBARA B COBB
Notary Public
Alabama State at Large
September 6, 2026

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User Notes:
(696aae7b57613abaa3229097)

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 – 2016)
V. R. Geer, Jr., P.E. (1916 – 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

December 11, 2025
(revised)

Mr. Jody Russell
City of Mobile
2010 W. 1-65 Service Road S
Mobile, AL 36693

Re: Mobile Tennis Center
Court Renovations
CGL Proposal No. 25112

Dear Mr. Russell,

Clark, Geer, Latham & Associates, Inc. (CGL) appreciates the opportunity to provide this proposal to the City of Mobile (COM) with regard to the renovations of the Mobile Tennis Center (aka Copeland-Cox Tennis Center). Based on our meeting of November 19, 2025, and the information provided to us by you, the following is CGL's understanding of the scope of the project.

The existing facility is located on Gaillard Drive in Mobile, Alabama. In 1998, CGL was selected to design sixteen (16) new Tennis Courts and a Service Building on the east side of Gaillard Drive. Prior to this time, the entirety of the Tennis facilities were located on the west side of Gaillard Drive. In 2006, CGL was again selected to add an additional ten (10) Tennis Courts on the east side of the complex. Additional site improvements were also made at this time, including Walkways, Drainage improvements, and Viewing areas.

The original sixteen (16) courts are now approaching thirty years of age and, as such, the cost of their continued maintenance has escalated to a point where something more than a surface coating is warranted. It is therefore our understanding that the COM desires to demolish and reconstruct these sixteen courts. The courts are to remain in their current configuration, with upgrades as necessary to improve their serviceability. The surrounding Courts are to remain in their current condition and shall remain serviceable to the greatest extent possible during the prosecution of the work.

Proposed Engineering Services

Preliminary Phase

Scope of Work

Upon approval to proceed, CGL envisions the following Preliminary work:

A. Coordinate Geotechnical Services as required to confirm the construction of the Subgrade materials beneath the Courts.
B. Arrange a Pre-Development Meeting with the City of Mobile Planning Staff.
C. Perform Land Surveying of the areas surrounding the courts proposed to be rebuilt. This information will be merged with the Topographic Survey of the original courts performed in 2006 to create a complete existing survey of the entire area.
D. Prepare Preliminary layout depicting proposed improvements for approval by COM and USTA, if required.

Design Phase

Scope of Work

Upon final approval, the following is CGL's planned Scope of Services:

A. **Civil Engineering** services proposed, but not limited to:
1. Provide new Site Plan and Details.
2. Provide new Phasing Plan to facilitate construction of the three areas to minimize impacts to other areas.
3. Provide new Site Grading & Drainage Plan and Details. It is assumed that no additional storm water detention and water quality work will be required.
4. Provide Site Utility Plan and Details.
5. Provide Erosion Control Plans and Details.

B. Provide project specifications.
C. Prepare and submit a Land Disturbance permit to the COM Engineering Dept, as required.
D. Prepare and submit a NPDES Permit for Construction to the ADEM, as required.

Construction Phase

Scope of Work

E. Provide periodic inspections during construction, as required.
F. Provide close out documents to the COM, as required.
G. Provide Construction Administration and Shop Drawing Approvals, as required.

Exclusions

CGL specifically excludes the following items from this proposal, if required:

1. Any Environmental work, inspections and/or permitting.
2. Any Geotechnical Investigation and/or Engineering.
3. Any Traffic Studies, if required.
4. Design of any Off-Site improvements, as may be required by City Engineering. This includes any additional work in the Right of Way, such As Turn Lanes, Drainage modifications, Utility relocation, or Deceleration Lanes.
5. Signage and signage permitting.
6. As-Built Surveys.
7. Any Permit Fees, Bonds, or Plan Review Fees.

Compensation

For the above scope of services, CGL proposes to provide our services to the COM as follows:

Preliminary Phase	Time & Material – Cost NTE - $ 9,500
Design Phase	
Item A, B & D	Lump Sum - $54,000
Item C	Time & Material – Cost NTE $2,500
Construction Phase	
Item E	T & M – Cost NTE $8,500 (based on not more than 2 Construction Phases)
Item F	T & M – Cost NTE $3,500
Item G	T & M – Cost NTE $3,000

Time and Material work will be billed per CGL's Rate Sheet attached and as follows:

1. "Hourly charges" for CGL personnel; plus
2. "Reimbursable expenses" times a multiplier of 1.15

Reimbursable expenses will be billed separately in addition to items of work defined as lump sum.

Additional services, if requested by the Owner, will be provided either as a lump sum basis or as a "time and material" basis as approved by the Owner.

Staffing

For this project, CGL proposes using its in-house staff and utilizing the following lead individuals, which will be supplemented by other personnel, as directed.

T. B. Clark, PE - Principal in Charge
C. M. Vereen - Civil Engineer
D.S. Carrier – Surveyor, Civil Designer

Scheduling

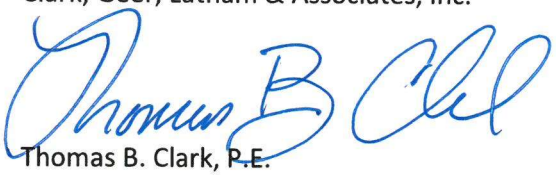
CGL is in a position to staff this project and is ready to begin the Preliminary work upon Authorization to Proceed.

Again, CGL appreciates this opportunity to provide professional engineering services to the City of Mobile, and we look forward to working with you on this project.

If you have any questions concerning the above, please do not hesitate to contact us. We would also be pleased to sit down and discuss this proposal with you in further detail, if desired.

Yours very truly,

Clark, Geer, Latham & Associates, Inc.



Thomas B. Clark, P.E.
Executive Vice President

EXHIBIT 1

To a consultant contract between:

City of Mobile
Architectural Engineering Department
and the Architect:

CLARK, GEER, LATHAM & ASSOCIATES, INC.

for the following Project:

Copeland-Cox Tennis Center - Court Resurfacing

I. Denial of third party beneficiaries

The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

II. No agency created

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 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.

III. CONTRACTORS INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama

2. Employer's Liability with limits of not less than:

   Bodily Injury by Accident $1,000,000 each accident
   Bodily Injury by Disease $1,000,000 policy limit
   Bodily Injury by Disease $1,000,000 each employee

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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

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

G. 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.

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

I. Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

J. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/23/2026

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. 3632 Dauphin St Mobile AL 36608-1247 License#: 2081754	**CONTACT NAME:** Brittany Partin **PHONE (A/C, No, Ext):** 251-410-8236 **FAX (A/C, No):** **E-MAIL ADDRESS:** BPartin@higginbotham.net
INSURED CLARGEE-01 Clark, Geer, Latham & Associates, Inc 3901 Springhill Avenue Mobile AL 36608-5730	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company Of America — 25674 **INSURER B :** Auto-Owners Insurance Company — 18988 **INSURER C :** Alabama Self-Insured Worker's Compensation Fund — 0 **INSURER D :** Midwest Employers Casualty Company — 23612 **INSURER E :** Lloyd's — 15642 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1208102118 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	680-7H267066-25-47	2/22/2025	2/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	5509880100	2/22/2025	2/22/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	5509882300	2/22/2025	2/22/2026	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	P103689AL2026 PWAL129001	1/1/2026 1/1/2026	1/1/2027 1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			ANE4700065.26	1/21/2026	1/21/2027	Aggregate Each Claim	$2,000,000 $1,000,000

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 and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.
See Attached...

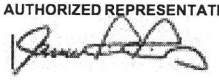
CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile AL 36602
United States

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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AGENCY CUSTOMER ID: CLARGEE-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Clark, Geer, Latham & Associates, Inc 3901 Springhill Avenue Mobile AL 36608-5730
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

Umbrella is follow form.

Project: Copeland-Cos Tennis Center - Court Resurfacing

The City of Mobile is listed as an Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability as required by written contract. General Liability, Auto Liability, and Umbrella Liability are primary and non-contributory as per written contract. A Waiver of Subrogation is provided in favor of The City of Mobile with respects to General Liability, Auto Liability, Umbrella Liability, and Workers Compensation as required by written contract. A 30 Day Notice of Cancellation is provided except for non-payment, whereas a 10 Day Notice applies.

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Company ID Number: 510929

Approved by:

Employer CLARK, GEER, LATHAM & ASSOCIATES, INC.	
Name (Please Type or Print) Kaye Himes	Title
Signature Electronically Signed	Date 02/27/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/27/2012

Company ID Number: 510929

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	CLARK, GEER, LATHAM & ASSOCIATES, INC.
Company Facility Address	3901 SPRINGHILL AVE. MOBILE, AL 36608
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630756582
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 510929

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 510929

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Belinda McClinton
Phone Number	2513447073
Fax	2513439179
Email	bmcclinton@calengineers.com

Name	Kave Himes
Phone Number	2513447073
Fax	2513439179
Email	khimes@calengineers.com

City of Mobile
Office of Small Business Development

REQUEST FOR WAIVER/REDUCTION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other Design Contract Current Date 2/4/26

Project Description: Design of repairs and improvements for Copeland Cox Tennis Center

Total Estimated Value of the Project: 81,000

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

This project is being administered by a single desing consultant who was selected due to previously designing projects for the site.

Requested By (Department Director)

(Signature) (Title) (Date)

Carleen Stout (Feb 11, 2026 14:58:20 CST)

Telephone Number

carleen.stout@cityofmobile.gov
Email Address

Reviewed By (Office of Small Business Development)

Archnique Kidd
(Signature) (Title) (Date)

Archnique Kidd (Feb 4, 2026 16:14:14 CST)

Approved **Denied**

Clark, Geer, Latham & Associates, Inc.

Entity ID Number	000-053-482
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/02/1978
Registered Agent Name	LATHAM, THOMAS E
Registered Office Street Address	3901 SPRINGHILL AVE MOBILE, AL 36608
Registered Office Mailing Address	Not Provided
Nature of Business	CONTRACTING ENGINEERS
Capital Authorized	$5,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	CLARK, J MAC
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GREER, VASCO R JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	RUSSELL, LOUIS G III
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date Articles Of Corrections	10/03/1988 LEGAL NAME CORRECTED
Transaction Date Legal Name Changed From	10/03/1988 Clark & Geer Consulting Engineers, Inc.
Transaction Date Legal Name Merged	10/03/1988 Latham Engineering, Inc.
Transaction Date Registered Agent Changed From	10/15/2002 * Added
Transaction Date Registered Agent Changed From	05/17/2010 CLARK, THOMAS B 762 DOWNTOWNER LOOP W MOBILE, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/03/1988 Merger 13 pgs.
Document Date / Type / Pages	10/15/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	05/17/2010 Registered Agent Change 1 pg.

Browse Results New Search

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To provide chiller service and maintenance for three years

Amount of Contract:
$166,845.26 first year only

Funding Source
10043035-42150

ATTACHMENTS:
1. SC-017-26 Chiller Service contract for CivicPlus

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

2026

Sponsored by:

Mayor Spiro N. Cheriogotis

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:	ENGINEERED COOLING SERVICES, LLC	
Project Name:	SERVICE CONTRACT – VARIOUS LOCATIONS – CHILLER SERVICE AND MAINTENANCE (3 YEARS)	
Project Number:	SC-017-26	
Amount:	$166,845.26	FIRST YEAR
	$171,850.63	SECOND YEAR
	+ $177,006.16	THIRD YEAR
	$515,702.05	TOTAL CONTRACT

Adopted:

_____

City Clerk

AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Service Contractor: ENGINEERED COOLING SERVICES LLC
2801 North Davis Highway
Pensacola, Florida 32503

City of Mobile Business License No.: 080943

City of Mobile Vendor No.: 294482

Alabama Secretary of State Entity ID No.: 000-934-934

For the following Project: SERVICE CONTRACT – VARIOUS LOCATIONS – CHILLER SERVICE AND MAINTENANCE

VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-017-26



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 Engineered Cooling Services, LLC hereinafter referred to as "Contractor" or "Service 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 Project Manual for SC-017-26 on December 12, 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 SERVICE CONTRACT – VARIOUS LOCATIONS – CHILLER SERVICE AND MAINTENANCE (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 for one year, with the option for two (2) additional one-year terms, in accordance with Exhibit B, Bid Form, 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 $515,702.05 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 FACILITY MAINTENANCE SUPERINTENDENT, Clifton Thomas.

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 upon receipt of the Contractor's invoice and written approval of same by the City's FACILITY MAINTENANCE SUPERINTENDENT, Clifton Thomas 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 B, Bid Form, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the FACILITY MAINTENANCE SUPERINTENDENT, Clifton Thomas 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 FACILITY MAINTENANCE SUPERINTENDENT, Clifton Thomas, 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 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).

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 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 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 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, 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, 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, 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, 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 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.

15.0 SUSPENSION/STOP WORK ORDER

15.1 The REAM Director or Deputy Director, 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 Director or Deputy Director shall take one of the following actions:

1. Cancel the stop work order;
2. Terminate the work covered by the order;
3. Terminate the Contract 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, DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Carleen Stout-Clark or the Director's designated representative, FACILITY MAINTENANCE SUPERINTENDENT, Clifton Thomas.

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 Facility Maintenance
c/o: Clifton Thomas
City's Authorized Agent
850 Owens Street
Mobile, Alabama 36604

CONTRACTOR:
Engineered Cooling Services, LLC
c/o Zachary Powell
Contractor's Authorized Agent
Address 2801 North Davis Hwy
City, State, Zip Pensacola, FL 32503

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 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 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.

26.3 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 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.

26.19 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.

26.20 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.

26.21 Non-Assignment. Contractor shall not transfer or assign this Service Contract 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.

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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:
Engineered Cooling Services, LLC

Abigail Dugan
Signature

Abigail Dugan

Sales Coordinator

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

_____
City Clerk

STATE OF FL
COUNTY OF Escambia

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Abigail Dugan as Sales Coordinator of Engineered Cooling 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 _____.
Sworn to and subscribed for me this 4th day of February, 2026.

Stacy Brock
NOTARY PUBLIC
STATE OF ALABAMA AT-LARGE
My Commission Expires: NOV. 30, 2028

STACY BROCK
MY COMMISSION # HH 577240
EXPIRES: November 30, 2028

END OF SECTION

EXHIBIT A – SCOPE OF WORK

SERVICE CONTRACT – VARIOUS LOCATIONS – CHILLER SERVICE AND MAINTENANCE
SC-017-26

December 17, 2025

Scope of Services:
Work to be performed by the Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment, and supplies, and all associated travel time and expenses required to maintain specified facilities chillers in good and proper operating conditions, at all times, in accordance with the terms of this Contract. See Attachment A for location, chiller type, and corresponding details.

Coordination:

1. Coordinate all work with the City of Mobile, Facility Maintenance Department, Service Contract Administrator, or other Facility Maintenance authorized representatives. A minimum of forty-eight (48) hours advance notice of service shall be given.
2. All Work shall be scheduled to minimize the disturbance and interruption of the individual department and general public where chillers are located.
3. Prior to each scheduled service, the Service Contractor shall contact the appropriate representative with the date and time for each service to confirm the appointment.
4. A City of Mobile representative shall be present for all inspections and service.

Quality Assurance:

1. For all work performed under this Section, use only factory trained mechanics/service technicians with adequate supervision who are thoroughly trained and experienced in maintaining the type of equipment list below.
2. Use products produced by manufacturers regularly engaged in the business of manufacturing, installing, and servicing chillers and equipment, listed in this Section of these specifications, and with a history of successful production.
3. Service Contractor shall have a branch office within a one-hour drive radius, staffed by a technician or technicians with the ability to respond to an emergency call within four (4) hours of notice from a City of Mobile representative.
4. Service Contractor shall have at least 3 years' experience in maintaining the type of equipment listed.

Submittals:

1. Bid Submittals: In addition to other bidding requirements, submit name of independent firm performing Eddy Current and other required testing along with required ASNT certification, as specified.
2. Service Reports: A detailed report of all inspections; testing and maintenance activities performed along with findings and follow-up actions shall be provided for each scheduled inspection and all follow-up visits. Reports shall clearly identify all

deficiencies found during the inspection/testing and actions taken to cure each deficiency.

3. Reports shall be provided within 30 days of test completion to all designated Facility Maintenance personnel.

Scheduling:

1. Regular hours of operation for most of the locations listed are from 8:00 a.m. to 5:00 p.m., Monday through Friday. If access is needed at other times, the Contractor may arrange a time agreeable with the proper City of Mobile representative.
2. All services, regular inspections, diagnostics, and maintenance shall be performed during regular business hours listed above along with all holidays recognized by the City of Mobile.

Initial Chiller Inspection and Diagnostics – Pre Existing Conditions:

1. The Service Contractor will have thirty (30) days from date of written Notice to Proceed to perform initial inspections and predictive diagnostics on the existing chillers to determine preexisting (if any) that would affect full maintenance coverage under the Contract. Upon completion of the initial inspection and diagnostics, a complete list of chillers with preexisting conditions, with all deficiencies clearly noted, shall be presented to the City for review and verification. The City will then have the option to proceed with one of the following options.
    a) Accept the list of preexisting conditions and make the necessary repairs with the City's own employees or by separate repair contract whereby the Service Contractor accepts full responsibility for chiller service and maintenance.
    b) Accept the list of preexisting conditions with exclusions noted, whereby the Service Contractor is not responsible for chiller service and maintenance on the items listed.
    c) Cancel the Contract under the Terms of the Agreement, reimbursing the Service Contractor only for the actual cost of the initial inspections and predictive diagnostics.

Scheduled Inspections and Diagnostics:

1. Service Contractor shall perform a minimum of five (5) inspections (with diagnostics as required) per year. Four (4) regular inspections in **February, May, August**, and **October,** and one (1) annual shut down in **December,** in accordance with the Service and Maintenance Requirements specified herein.
2. Vibration Analysis: In addition to the regular Service and Maintenance requirements, a standard Vibration Analysis shall be performed on each centrifugal chiller semi-annually during the **February** and **October** service visits. Each Vibration Analysis must be performed by an independent agency certified to do so. The report produced will compare actual reading to the most currently published ASHRAE recommendations and be based on:
    a. Amplitude – measure of severity in terms of inches per second of velocity (IPS) or gravity of acceleration.
    b. Modulation – shown as a group of spikes around a specific frequency.
    c. Harmonic Content – vibrations occurring at 2X, 3X, etc. The frequency of interest.
3. Oil Analysis: In addition to the regular Service and maintenance requirements, a

standard Oil Analysis shall be performed twice annually during the regular **February** and **October** service visits.

4. Eddy Current Analysis: In addition to the regular Service and Maintenance requirements an Eddy Current Analysis shall be performed on each chiller one (1) time during the 3-year term of this contract. This analysis and subsequent report shall be performed during the first scheduled inspection. The Eddy Current Analysis shall be performed by an independent agency specializing in the service this testing of chiller tubing. Testing personnel shall be certified as Level II or Level III in Eddy Current Testing as outlined in the American Society for Non-destructive Testing (ASNT), Recommended Practices, SNT-TC-1A, latest edition. They shall have a minimum of 1500 hours documented experience in conducting Eddy Current examinations or installed chiller tubing including finned, skip fin, and surface tubing of various alloy such as CU, CuNi, and Admiralty Brass. The required 1500 hours of testing shall be obtained under the direct supervision of an ASNT certified Level III examiner. One fo the test personnel or their immediate supervisor shall be ASNT certified as Leve II in Eddy Current Testing. A copy of the National Level III ASNT certification shall be submitted with the bid. The ANST certification is required in addition to the inspecting company's Level III certification as outlined in the aforementioned SNTTC-1A. Additionally, a copy of the testing agency's "Written Practice" shall be submitted with the bid.
5. No inspection or work shall be carried out without a City representative present.
6. The Service Contractor shall immediately notify the City representative if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of equipment.

Service and Maintenance Requirements:

1. Sample Inspection Forms: Refer to Attachment B, Chiller Inspection Routine Operational Checklist and Attachment C, Chiller Inspection Major Shutdown Checklist for requirement format.
2. Service Contractor shall provide qualified service technician(s), all tools and diagnostic equipment, and independent test agencies as required to perform scheduled inspections. Refer to manufacturer's maintenance procedures prior to performing work in these sections.
3. Four (4) Routine Inspections each year (**February, May, August, and October**) to be performed and include the following:

1. Report to Site Personnel upon arrival
2. Check general machine operation
3. Check control, power, and piping
4. Check safety operating controls
5. Check refrigerant charge
6. Check starter wiring and contacts
7. Check gauges/indicator lights
8. Check water flow
9. Log CHW/Brine in temperature
10. Log CHW/Brine out temperature
11. Log CHW/Brine Flow Delta P
12. Log CHW/Brine Pump Delta P
13. Log cooler refrigerant temperature
14. Log cooler refrigerant pressure
15. Log cooler LTD
16. Log condense water temp-in
17. Log condense water temp-out
18. Log condense water pump Delta P
19. Log condenser water pump Delta P
20. Log condenser refrigerant temperature
21. Log condenser refrigerant pressure
22. Log condenser LTD
23. Log oil level and color
24. Log oil pump current
25. Log oil supply pressure
26. Log oil pump temperature
27. Check approaches through calculation
28. Check for leaks
29. Lubricate as needed
30. Make equipment adjustments as required

31. Make operation/control air adjustments
32. Clean up work station
33. Report to site personnel and obtain signature
34. Vibration Analysis for February and October Inspections
35. Oil Analysis for February October Inspections

4. One (1) Annual Major Shutdown Inspection per year (**December**) to be performed and include the following:

1. Report to Site Personnel upon arrival
2. Lubricate equipment upon arrival
3. Leak test entire unit
4. Calibrate operating controls
5. Check gauges/indicator lights
6. Inspect contactors
7. Tighten electrical connections
8. Check starter wiring and controls
9. Calibrate motor amps and voltage
10. Record/verify configurations
11. Record software versions
12. Calibrate controls and voltage
13. Calibrate flow switches/devices
14. Review and evaluate log readings
15. Replace oil filters
16. Calibrate controls
17. Replace oil and reclaim filter/strainer
18. Replace drier core
19. Lubricate equipment as required
20. Brush condenser tubes
21. Check VFD
22. Remove oil samples for analysis
23. Change purge filters, clean and check purge
24. Vibration analysis report
25. Clean up work station
26. Report to site personnel on departure and obtain signature

5. One (1) Eddy Current Analysis during the potential 3-year term shall be performed.

Repair and Replacement Parts:

1. Repair all deficient conditions discovered as a result of scheduled inspections or required due to unexpected failure of equipment.
2. Furnish and install new replacement parts including motor controllers, motor starters, motor rotors, controls, oil, filters, oil pumps, refrigerant, bearings, gaskets, insulation required to be removed for access to parts or equipment, and other components as required for repairs.
3. Repair and replacement of parts shall include both condenser and evaporator tubes on both the refrigerant and water side.

Work Not Covered Under Contract:

1. Service Contract shall advise, immediately upon discovery, of necessary repairs and/or replacement of parts not covered under this Contract. The Owner shall, at its own discretion, 1) direct the Service Contractor to make the repairs, 2) complete the work with owner's in-house employees or 3) contract the work under a separate repair contract.
2. Additional work by Service Contractor shall be performed only as directed in writing by the approved Facility Maintenance personnel.
3. All additional work by Service Contractor shall be based on hourly rates set forth in the Agreement and Service Contractor's cost plus 15% for parts. Additional mileage or trip charges shall not be allowed. Cost of service or repairs shall be for one mechanic/technician only. If an additional worker or workers are required to complete the repairs, Service Contractor shall provide justification to the appropriate Facility Maintenance personnel prior to starting work. Work shall proceed only after the City's authorization.

Service Reports:

1. At the completion of each scheduled inspection/maintenance visit or any follow-up or emergency visit, the Service Contractor shall complete a service report indicating the facility name and chiller number/manufacture, the time and date of service, name of technician/mechanic performing the service, all items inspected, and service performed, and items required a follow up inspection or repair. A list of the specific equipment repaired, parts replaced, and amount of refrigerant added shall also be included in these reports.
2. Service Reports shall also be provided for the following:
   a) A report to be provided each year detailing the annual refrigerant usage for each chiller.
   b) A report shall be provided for each diagnostic service performed, i.e., vibration analysis, Eddy Current Testing, an Oil Analysis, etc..
3. All inspections and service reports shall be signed by the authorized Facility Maintenance personnel.
4. Three (3) copies of each report shall be furnished to authorized Facility Maintenance personnel after completion of the service call. All invoices for payment shall also include a copy of all Service Reports cover under that invoice.

Billing:

1. All invoices shall be provided to the Facility Maintenance Superintendent within 30 days following the completion of the scheduled work. Each site location shall have its own invoice, listing the site name, address, equipment serviced, and the scheduled month service (**February, May, August, October, December**). The Service Contract requires five (5) annually scheduled inspections so each invoice provided shall represent 1/5 or 20% of corresponding year total detailed within the Bid Form. All routine services performed, as detailed throughout Exhibit A, Scope of Work, shall be included on the invoice or reference the Service Report provided as detailed above.

Miscellaneous:

1. All inquiries should be directed to:

   Cliff Thomas
   City of Mobile
   850 Owen St.
   Mobile, AL 36604
   (251)709-0390

ATTACHMENT A – CHILLER TYPE AND LOCATION

Make	Type	Model #	Serial #
Convention Center 1 S. Water Street			
York	Centrifugal	YT	YLYM787119
York	Centrifugal	YT	YLYM787120
Trane	Water Cooled	RTHD	U18C00312
Gulf Coast Exploreum 65 Government Street			
Trane	Centrifugal	CVHE050	L97D2904
National Maritime Museum of the Gulf 155 S. Water Street			
York	Air Cooled Screw	YCIV0187	2AYM014748
York	Air Cooled Screw	YCIV0187	2AYM014747
York	Air Cooled Screw	YCIV0187	2AYM014749
Seals Community Center 504 Texas Street			
Carrier	Air Cooled Screw	30RAP080	4919Q90202
Ben May Library 701 Government Street			
Trane	Air Cooled Screw	30XVB1606S-0265JO	1724Q900304
Mobile Museum of Art 4850 Museum Drive			
Carrier	Water Cooled Screw	30HXC206PY671AA1	4423Q28380
Carrier	Water Cooled Screw	30HXC206PY671AA1	3822Q27839
Moorer Branch Library 4 McGregor Avenue			
Trane	Air Cooled Screw	CGAM040A	U13J38690
Museum of Mobile 111 S. Royal Street			
Daikin	Air Cooled Screw	RTAA100	U00M05891
Daikin	Air Cooled Scroll	AGZ006FVSNNSPKOA	SL2U250500543
Public Safety Complex 8080 Airport Blvd			
York	Air Cooled Screw	YLAA0090	2MVM004656
Saenger Theater 6 S. Joachim Street			
Trane	Air Cooled Screw	ACRB250	U21D00351
Dotch Community Center 3100 Bank Avenue			
Trane	Air Cooled Screw	RTAA070A	U07E0400
West Regional Library 5555 Grelot Road			
Trane	Air Cooled Screw	RTAA110	U01K02001
Trane	Air Cooled Screw	RTAA110	U01J02000
MPD Special Operations 850 St. Anthony Street			
Trane	Air Cooled Scroll	CGAM 052A 2V02	U19L77088
Trane	Air Cooled Scroll	CGAM052A 2V02	U19L77007

Note- Service Contractor to verify all make, model numbers, serial numbers before bidding process.

END OF SECTION

ATTACHMENT B – CHILLER INSPECTION ROUTINE OPERATIONAL CHECKLIST

Location:_____ Model:_____

Inspection #:_____ Serial #:_____

ROUTINE OPERATIONAL INSPECTION

	NORMAL	ABNORMAL	REFERENCE
Review Operational Log			
Check, test, and make proper and necessary adjustments on the following:			
1. Report to Site Personnel upon arrival			
2. Check general machine operation			
3. Check control, power, and piping			
4. Check safety operating controls			
5. Check refrigerant charge			
6. Check starter wiring and contacts			
7. Check gauges/indicator lights			
8. Check water flow			
9. Log CHW/Brine in temperature			
10. Log CHW/Brine out temperature			
11. Log CHW/Brine Flow Delta P			
12. Log CHW/Brine Pump Delta P			
13. Log cooler refrigerant temperature			
14. Log cooler refrigerant pressure			
15. Log cooler LTD			
16. Log condense water temp-in			
17. Log condense water temp-out			
18. Log condense water pump Delta P			
19. Log condenser water pump Delta P			
20. Log condenser refrigerant temperature			
21. Log condenser refrigerant pressure			
22. Log condenser LTD			
23. Log oil level and color			
24. Log oil pump current			
25. Log oil supply pressure			
26. Log oil pump temperature			
27. Check approaches through calculation			
28. Check for leaks			
29. Lubricate as needed			
30. Make equipment adjustments as required			
31. Make operation/control air adjustments			
32. Clean up work station			
33. Report to site personnel and obtain signature			
34. Vibration Analysis during February and October Inspections			
35. Oil Analysis during February and October Inspections			

END OF SECTION

ATTACHMENT C – CHILLER INSPECTION MAJOR SHUTDOWN CHECKLIST

Location:_____ Model:_____

Inspection #:_____ Serial #:_____

SHUTDOWN INSPECTION CHECKLIST

	NORMAL	ABNORMAL	REFERENCE
Review Operational Log			
Check, test, and make proper and necessary adjustments on the following:			
1. Report to Site Personnel upon arrival			
2. Lubricate equipment upon arrival			
3. Leak test entire unit			
4. Calibrate operating controls			
5. Check gauges/indicator lights			
6. Inspect contactors			
7. Tighten electrical connections			
8. Check starter wiring and controls			
9. Calibrate motor amps and voltage			
10. Record/verify configurations			
11. Record software versions			
12. Calibrate controls and voltage			
13. Calibrate flow switches/devices			
14. Review and evaluate log readings			
15. Replace oil filters			
16. Calibrate controls			
17. Replace oil and reclaim filter/strainer			
18. Replace drier core			
19. Lubricate equipment as required			
20. Brush condenser tubes			
21. Check VFD			
22. Remove oil samples for analysis			
23. Change purge filters, clean and check purge			
24. Vibration analysis report			
25. Clean up work station			
26. Report to site personnel on departure and obtain signature			

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 – VARIOUS LOCTIONS– CHILLER SERVICE AND MAINTENANCE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-017-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile Building Services Department, dated December 12, 2025, and all subsequent Addenda thereto, as verified by the Bidder prior to submission of this Proposal and which are hereby acknowledged, the Undersigned Bidder,

COMPANY NAME: Engineered Cooling Services, LLC

ADDRESS: 4952 Tufts Road, Mobile, AL 36619

PHONE: 850-572-1221 **EMAIL:** zpowell@engcool.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 80943

CITY OF MOBILE VENDOR NUMBER: 294482

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: N/A
(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, insurance, 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, Scope of Work, 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, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. 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 – As specified in Scope of Work

BASE BID – SERVICE AND MAINTENANCE - shall be based on the following. All totals should be rounded to the nearest whole dollar:

Year 1	Year 2	Year 3	Total
Convention Center 1 S. Water Street			
$35,352.16	$36,412.73	$37,505.11	$109,270.00
Gulf Coast Exploreum 65 Government Street			
$28,870.25	$29,736.36	$30,628.45	$89,235.06
National Maritime Museum of the Gulf 155 S. Water Street			
$26,495.98	$27,290.86	$28,109.59	$81,896.43
Seals Community Center 504 Texas Street			
$3,819.24	$3,933.82	$4,051.84	$11,804.90
Ben May Library 701 Government Street			
$7,399.78	$7,621.77	$7,850.42	$22,871.97
Mobile Museum of Art 4850 Museum Drive			
$19,096.20	$19,669.09	$20,259.16	$59,024.45
Moore Branch Library 4 McGregor Avenue			
$1,909.62	$1,966.91	$2,025.92	$5,902.45
Museum of Mobile 111 S. Royal Street			
$9,548.10	$9,834.54	$10,129.58	$29,512.22
Public Safety Complex 8080 Airport Blvd			
$4,774.05	$4,917.27	$5,064.79	$14,756.11
Saenger Theater 6 S. Joachim Street			
$11,935.13	$12,293.18	$12,661.98	$36,890.29
Dotch Community Center 3100 Bank Avenue			
$3,341.84	$3,442.10	$3,545.36	$10,329.30
West Regional Library 5555 Grelot Road			

$10,502.91	$10,818.00	$11,142.54	$32,463.45
MPD Special Operations 850 St. Anthony Street			
$3,800.00	$3,914.00	$4,031.42	$11,745.42
YEARLY TOTALS			
$166,845.26	$171,850.63	$177,006.16	$515,702.05

2. CONTRACT SUM:

The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, the sum as follows:

Year 1 (Initial Term):

One hundred sixty-six thousand, eight hundred forty-five and 26/100 (Amount in Words) and 00/ 100 Dollars $166,845.26 (Amount in Numbers)

Year 2 (First Initial Term):

One hundred seventy-one thousand eight hundred fifty and 63/100 (Amount in Words) and 00/ 100 Dollars $171,850.63 (Amount in Numbers)

Year 3 (Second Initial Term):

One hundred seventy-seven thousand six and 16/100 (Amount in Words) and 00/ 100 Dollars $177,006.16 (Amount in Numbers)

Total (Year 1+ Year 2+ Year 3):

Five hundred fifteen thousand seven hundred twoand 05/100 (Amount in Words) and 00/ 100 Dollars $515,702.05 (Amount in Numbers)

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

3. ADDITIONAL SERVICES:

UNIT PRICES – for Additional Services as specified in Exhibit A - Scope of Work:

The City of Mobile may also request additional services at varied frequencies, as needed, as directed. The Service Contractor shall give written notice to the City and obtain written authorization from the City before commencing such Services. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (7am to 5pm, Monday through Friday):

Year 1: $130 per hour; Year 2: $130 per hour; Year 3: $130 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: $195 per hour; Year 2: $195 per hour; Year 3: $195 per hour

C. Overtime Holidays (Bidder's Holidays):

Year 1: $260 per hour; Year 2: $260 per hour; Year 3: $260 per hour

Parts/ Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus Fifteen percent (15%).

* Direct cost shall be based on the invoiced amount from supplier/ manufacturer and shall include all shipping/ delivery costs and all applicable sales and use taxes.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

4. BID INCLUDES:
Addendum Number 1, Dated 12/31/2025
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

5. NON-DISCRIMINATION: The undersigned Bidder certifies that he/ she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991, and as amended December 18, 2018.

QUESTIONS: To be answered by all vendors (regardless of whether intending to claim a preference):

A. 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.
Yes - Mechanical Contractor 4930 Tufts Road, Mobile, 36619

B. 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.
N/A

C. Should the City consider your business: woman-owned, a small business, minority owned, veteran-owned, or disadvantaged-owned? No. 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.

5. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Subcontracting & Major Supplier Plan, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

6. 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.

COMPANY NAME:

Engineered Cooling Services, LLC
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Drew Adams
(Typed)

TITLE President
(Typed)

DATE Jan 7, 2026

Sworn to and subscribed before me this 7th **day of** Jan., 2026

Stacy Brock
Notary Public

STACY BROCK
MY COMMISSION # HH 577240
EXPIRES: November 30, 2028

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-017-26 Current Date 12.00 / 18.00 / 2025

Project Description Service Contract - Various Locations - Chiller Service and Maintenance

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Contract is limited in scope and is not likely to present opportunity for subcontracting

Contract is limited in scope and is not likely to present opportunity for subcontracting

Contract is limited in scope and is not likely to present opportunity for subcontracting

Contract is limited in scope and is not likely to present opportunity for subcontracting

Contract is limited in scope and is not likely to present opportunity for subcontracting

Contract is limited in scope and is not likely to present opportunity for subcontracting

Contract is limited in scope and is not likely to present opportunity for subcontracting

Requested By (Department Director)

Chad Holm Digitally signed by Chad Holm Date: 2025.12.18 11:25:02 -06'00' Deputy Director 12/18/25

(Signature) (Title) (Date)

251-208-7519 chad.holm@cityofmobile.org

Telephone Number Email Address

2516354025

Reviewed By (Office of Supplier Diversity)

Beverly Reed Digitally signed by Beverly Reed Date: 2025.12.30 16:06:58 -06'00' Deputy Senior Director 12,302,025.00

(Signature) (Title) (Date)

Approved By (CAO)

Alabama Secretary of State

ECS Cooling, LLC	
Entity ID Number	000 - 934 - 934
Legal Name in Place of Origin	Engineered Cooling Services, LLC
Entity Type	Foreign Limited Liability Company
Principal Address	2801 N DAVIS HWY PENSACOLA, FL 23503
Principal Mailing Address	2801 N DAVIS HWY PENSACOLA, FL 23503
Status	Exists
Place of Formation	Delaware
Formation Date	08/04/2006
Qualify Date	11/20/2006
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2006 2007

Transactions

Transaction Date	03/27/2007
Registered Agent Changed From	SANDERS, JUDSON 1770 OLD SHELL RD MOBILE, AL 36606
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	12/31/2019
Fictitious Name Changed From	ECS Cooling, Inc.
Transaction Date	12/31/2019
Legal Name Changed From	Engineered Cooling Services, Inc.

ECS Cooling, LLC	
Transaction Date Miscellaneous Filing Entry	12/31/2019 CONVERSION FROM F/C FILED
Transaction Date Principal Office Changed From	12/31/2019 2442 EXECUTIVE PLZ PENSACOLA, FL 32504
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/20/2006 Certificate of Formation 1 pg.
Document Date / Type / Pages	03/27/2007 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/31/2019 Conversion 3 pgs.

Browse Results New Search

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Engineered Cooling Services LLC

Company ID
517655

Employer ID Number
870769487

DUNS Number
103404286

NAICS Code
811

Subsector
Repair and Maintenance

Doing Business As (DBA)

Enrollment Date
03/08/2012

Unique Entity Identifier (UEI)
G1L3VG6YNAY1

Total Number of Employees
100 to 499

Sector
Other Services (Except Public Administration)

Edit Company Information

Employer Category

Employer Category
Federal Contractor with FAR E-Verify Clause

Edit Employer Category

Company Locations

Physical Address
2801 North Davis Hwy
Pensacola, FL 32503

Mailing Address
Same as Physical Address

Edit Company Locations

Hiring Sites

Number of Sites
7

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Accessibility

Plug-ins

CERTIFICATE OF LIABILITY INSURANCE

4/1/2026

DATE (MM/DD/YYYY): 1/15/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1304803 ENGINEERED COOLING SERVICES, LLC 2801 N. DAVIS HIGHWAY PENSACOLA FL 32503	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** XL Insurance America, Inc. / 24554 **INSURER B :** Greenwich Insurance Company / 22322 **INSURER C :** Allied World National Assurance Company / 10690 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20692931 **REVISION NUMBER:** XXXXXXX

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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	RGD300147506	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	RAD943796406	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ $0	Y	Y	0313-7473	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	RWD300147606 STOP GAP: ND, OH, WA, WY	4/1/2025	4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: PROJECT NAME: SERVICE CONTRACT- VARIOUS LOCATIONS- CHILLER SERVICE AND MAINTENANCE. PROJECT NUMBER: SC-017-26. CITY OF MOBILE IS AN ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA/EXCESS LIABILITY, AND WORKERS COMPENSATION, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. UMBRELLA IS FOLLOW FORM OVER GENERAL, AUTO AND EMPLOYERS LIABILITY.

CERTIFICATE HOLDER

20692931
CITY OF MOBILE
P.O. BOX 1827
MOBILE AL 36633-1827

CANCELLATION See Attachments

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

Joseph M Agnello

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POLICY NUMBER: RGD300147506

COMMERCIAL GENERAL LIABILITY

CG 20 10 12 19

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 And Description Of Completed Operations**
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required 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.

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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; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: RGD300147506

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

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
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., 4/1/2025, forms a part of

Policy No. RGD300147506 issued to ENGINEERED COOLING SERVICES, LLC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT - SCHEDULED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

It is agreed that to the extent that insurance is afforded to the following Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

Name of Person or Organization:

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

All other terms and conditions of this policy remain unchanged

XIL 431 0605

POLICY NUMBER: RGD300147506

COMMERCIAL GENERAL LIABILITY
CG 24 53 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

POLICY NUMBER: RAD943796406
ENDT EFF/EXP DATE: 4/1/2025 4/1/2026

XIC 411 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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COMMERCIAL AUTO
CA 04 49 11 16

POLICY NUMBER: RAD943796406

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
MOTOR CARRIER 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 the **Other Insurance — Primary And Excess Insurance Provisions** in the Motor Carrier 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 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

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".

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POLICY NUMBER:
RAD943796406

COMMERCIAL AUTO
CA 04 44 10 13

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: MSHC, INC

Endorsement Effective Date: April 1, 2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Where required by written contract or agreement executed prior to loss (except where not permitted by law)
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.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

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

Where required by written agreement signed prior to loss.

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 4/1/2025 to 4/1/2026
Policy No. RWD300147606
Premium Included
Insured: ENGINEERED COOLING SERVICES, LLC
Insurance Company: XL Insurance America, Inc.

WC 00 03 13
(Ed. 4-84)

1983 National Council on Compensation Insurance.

Addendum Number 1

To: Pre-Bid Conference Attendees

From: David Stultz
City of Mobile Building Services Department

Re: Service Contract – Various Locations – Chiller Service and Maintenance

Project #SC-017-26

Date: December 31, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated December 12, 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:

Item 1. The Pre-Bid Conference Agenda and Attendance Roster, dated December 17, form part of Addendum No. 1 as Attachment A.

Item 2. Waiver of DBE Goal, form part of Addendum No. 1 as Attachment B. The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged business for all public spending or private projects that utilize public funding and/or incentives. This contract is limited in scope and is not likely to present opportunity for subcontracting. The Office of Supplier Diversity has approved the Waiver of Disadvantaged Business Enterprise (DBE) Goal.

Item 3. **Questions:** "Can we get a copy of the records of the Eddy Current, oil analysis, and vibration analysis for chillers? Also, can we have any records of any complete tear downs of any chillers?"

Answer: All reports currently on file will be provided upon contacting the Contract Administrator writing at david.stultz@cityofmobile.org no later than 4 pm on 1/5/2026.

Attachment A

ATTENDANCE ROSTER

PURPOSE	PROJECT	LOCATION	DATE
Pre-Bid Conference	SC-017-26 Various Locations - Chiller Service and Maintenance	Facility Maintenance Building, 850 Owen St. Mobile AL 36604	12/17/2025

NAME	ORGANIZATION	OFFICE	CELL	EMAIL
David Stultz	City of Mobile		251-709-1428	david.stultz@cityofmobile.org
Niki Hogan	AOTCS		601-940-9032	niki.hogan@aotcs.org
Gerry Reimer	Star Services		251-508-4804	gerryreimer@starservicese.com
John O Mahathy	COM		251-376-4852	john.mahathy@cityofmobile.org
Howard Strum	COM		251-368-5121	howard.strum@cityofmobile.org
Michael Zane Eubanks	JCI		850-324-8931	michael.eubanks@jci.com
Stevie Clark	COM		251-368-4388	steve.clark@cityofmobile.org
Zachary Powell	ECS		850-572-1221	zpowell@enecool.com
Mark Creal	Goram		251-518-9077	mark@goramair.com
Zevin Barnes	Mobile Museum of Art-COM		251-458-5474	zevin.barnes@cityofmobile.org
Darren Deas	Goram		251-379-3233	darren@goramair.com
Keith Morris	Star Services		251-349-5929	keithmorris@starservicese.com

Service Contract – Various Locations – Chiller Maintenance and Service

Project # SC-017-26
PRE-BID CONFERENCE
10am Wednesday, December 17, 2025
850 Owen St. Mobile AL 36604

AGENDA

Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

David Stultz, (251)709-1428 cell; david.stultz@cityofmobile.org – Building Services Department, Service Contract Administrator
Cliff Thomas, (251)709-0390 cell; thomasc@cityofmobile.org - Facility Maintenance Superintendent

Discussion of Scope of Work: The scope of this project is to:

A. Provide a Base Bid for furnishing labor, materials, tools, supplies, equipment, miscellaneous fees, transportation, and other items as necessary for the performance and successful completion of Chiller Maintenance and Repair for Various Locations throughout the City of Mobile, Building Services Department, as outlined in the Bid Documents, dated December 12th.
B. A City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
C. Routine service days shall be set. Service Contractor and Facility Management shall pre-schedule dates of service laid out in the Scope of Work.
D. Site access shall be limited to work days agreed upon in advance by Facility Management and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
F. Work hours shall typically be 8am to 4pm. Seasonal exceptions and Special Events may be requested and granted through the Facility Management.
G. Upon coordination with the Contract Administrator, Contractor shall start with the project within 10 days following the written Notice to Proceed.
H. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for up to two (2) additional one-year terms following the initial year.

Bidding instructions, forms, special requirements and time:

A. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at to david.stultz@cityofmobile.org.
B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services shall issue all addenda.
C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises.
E. Receipt of Sealed Bids shall be Wednesday, January 7, 2026, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.
F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

Additional Requirements within 10 Days of Contract Award:

A. A valid City of Mobile business license for the duration of the contract period
B. 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)
C. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).

D. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.

E. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be exactly the same.

Payment requirements

Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Building Services Department at buildingservices@cityofmobile.org. Invoices shall be received no later than the 25th day of each month.

Adjourn

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ___]

To: DAVID STULTZ / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 12/02/2025
CityLaw ID: 21650
Project / Contract Title: BID / CHILLER SERVICE AND MAINTENANCE
Vendor / Consultant:

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ■ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ■ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ■ Other (specify): BID DOCUMENTS / CHILLER SERVICE AND MAINTENANCE
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

☐ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ☐ Other (specify):
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
12/02/2025 — **Date**

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Seven-year contract, renewable for one additional one-year period, with additional unlimited successive annual renewals, with LeadsOnline LLC weapons shell casing analysis and matching hardware, software, and support services for MPD.

Amount of Contract:
NTE $431,53.28 for initial seven years

Funding Source
General fund.

ATTACHMENTS:
1. 2026 Leads Agenda Package

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 February 2025 (Date) Item No. _____

Submitted by: MPD (Department) Chief Jackson (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 LeadsOnline, LLC

PURPOSE & SCOPE OF PROJECT:
Seven-year contract, renewable for one additional one-year period, with additional unlimited successive annual renewals, with LeadsOnline LLC weapons shell casing analysis and matching hardware, software, and support services for MPD. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $431,853.28 for initial seven years

FUNDING SOURCE:

Budget Item: 1004.1530.42140 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: Bid exempt as software, sole source to match federal database, prevent/detect criminal activity

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:
.

R E S O L U T I O N

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 LeadsOnline LLC, for seven years, renewable for one additional one-year period, and unlimited successive annual renewals, without further approval required by Council, in an amount not to exceed $431,853.28 for the first seven years, then for any renewal periods in additional annual amounts at unit prices indicated, as appropriated funds are available, for shell casing forensic equipment, software, and 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 SUBSCRIPTION SERVICE AGREEMENT BY AND BETWEEN THE CITY OF MOBILE, ALABAMA AND LEADSONLINE

This Professional Subscription Services Agreement (sometimes hereinafter "Agreement"), 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**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and LEADSONLINE, LLC, a Delaware limited liability company, (hereinafter "Service Provider"), as follows:

WHEREAS, the Service Provider is uniquely qualified and has expertise involving hardware devices and accompanying software needed to operate such hardware and/or an Internet-based software service, related to ballistics and ballistic identification; and

WHEREAS, the Service Provider provides software and hardware that aligns with the national database related to ballistics and ballistic identification; and

WHEREAS, City desires to engage this Service Provider, due to the Service Provider’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 Service Provider, 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. Service provider will provide professional services to develop and deliver the following services and products:

1. Provide Customer access to and usage of solution services involving hardware devices provided by LeadsOnline with accompanying software needed to operate such hardware and/or an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software.

2. Provide Integrated Ballistic Identification System (IBIS®) technology, which includes, but is not limited to, cartridge case acquisition units (BrassTrax™ Acquisition Station or BrassTrax™), and associated three-dimensional imaging, comparison algorithm for ballistic evidence in large databases, and data management infrastructure.

3. ClearCase™ technology (ClearCase™ Acquisition Station or ClearCase™), which includes, but is not limited to, ClearCase™ Acquisition Station, software, firmware, mobile/web applications, applications, installation, training, and support services

B. The Service Provider agrees to diligently provide above products and services for the performance of this project, in accordance with the scope of services set out herein above and with specificity in **Exhibit A**, Scope of Services – LeadsOnline Subscription Services Agreement, **Exhibit B**, Fee Schedule-LeadsOnline IBIS Solution Subscription Order Form, and **Exhibit C**, Fee Schedule-LeadsOnline IBIS ClearCase Solution Subscription Order Form, attached hereto and incorporated herewith. 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.

C. The application of these services will support Police Investigations within the City of Mobile.

D. The Service Provider 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.

E. The Service Provider shall report to both the Director of the Office of Public Safety or his/her designee and the Police Chief or his/her designee and may receive direct support requests from staff at the Mobile Police Department's Intelligence or Investigation Divisions, who shall provide specific tasking to the Service Provider with respect to these services.

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Service Provider.

B. . 'It shall continue for a period of seven (7) years. Upon expiration, the Agreement may be renewed for one (1) additional one-year term upon mutual written agreement signed by both parties at least 60 days prior to expiration. Agreement may be renewed for successive

one-year terms at the final year rates upon mutual written agreement signed by both parties at least 30 days prior to expiration, subject to annual appropriation of funds. Either party may terminate this Agreement upon thirty (30) days' written notice.'

Ill. COMPENSATION

A. The City agrees to pay the Service Provider an annual Software as a Service (SaaS) subscription payable annually in advance, as set out on the Subscription Fee Tables established within **Exhibit B-**Fee Schedule-LeadsOnline IBIS Solution Subscription Order Form **& Exhibit C-** Fee Schedule-LeadsOnline IBIS ClearCase Solution Subscription Order Form**.**

B. The total amount of compensation due to Service Provider for services provided under this contract will not exceed $299,364.58 for the LeadsOnline IBIS® Solution Subscription, and $132,488.70 for the LeadsOnline IBIS® ClearCase™ Solution Subscription, or $431,853.28, combined. If the agreement is extended beyond the initial seven-year term, the total amount allowed for compensation under this agreement will automatically increase by the agreed amount for each successive extension year.

IV. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Service Provider.

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 Service Provider and the City.

B. If the City requires the Service Provider to perform additional services related to this Contract then the Service Provider 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 Service Provider. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Service Provider, the Service Provider shall not be entitled to additional compensation.

VI. LIABILITY OF SERVICE PROVIDER

A. 'The Service Provider shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, causes of action, suits, damages, losses, diminution in value, liabilities, judgments, and all related costs and expenses, including reasonable attorneys' fees and litigation costs, arising out of or resulting from the hardware, software, or services furnished under this Agreement, to the extent caused by or attributable to the Service Provider's violation of applicable law, negligence, gross negligence, or willful misconduct.'

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

VII. SERVICE PROVIDER'S INSURANCE

A. For the term of this Agreement, the Service Provider shall procure and maintain insurance as specified in **Exhibit D**, City of Mobile Insurance Requirements, attached hereto and made part of this Agreement. Service Provider shall attach to this contract, as proof thereof, a certificate of said insurance as well as required endorsements.

VIII. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. The Service Provider agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. The Service Provider 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 Service Provider'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 Service Provider is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

A. The Service Provider 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,

unless otherwise agreed to by the City, 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(s) 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 Service Provider all applicable information and technical data in City's possession or control reasonably requested by Service Provider for the proper performance of the Services.

C. The City will do all things necessary to properly administer the terms and conditions of this Agreement.

D. The City shall not provide, and shall have no obligation to provide, any services to the Service Provider in connection with any claim asserted by or against the Service Provider.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Service Provider to terminate the services of the Service Provider. The City shall pay to the Service Provider and the Service Provider shall accept as full payment for its services, a sum of money equal to the greater of (i) the amounts due for services performed up to the effective date of termination calculated on an elapsed-time basis, or (ii) any amounts already paid by City as advance payment against the Agreement in any commenced but incomplete services, plus applicable termination fees as described in **Exhibits B** and **C**.

B. Any failure of the Service Provider 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 Service Provider 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 Service Provider and the Service Provider 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 Service Provider has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Service Provider indicating its intention to do so. Payment for work performed prior to the Service Provider'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. Service Provider 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 Chief, Mobile Police 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: **SERVICE PROVIDER:**

City of Mobile
c/o Chief, Mobile Police Department
As: City's Authorized Agent
2460 Government Blvd
Mobile AL 36606

LeadsOnline, LLC
c/o Legal
As: Service Provider's Authorized Agent
6900 Dallas Parkway, Suite 825
Plano, Texas 75024
Legal-Contracts@LeadsOnline.com

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's Department Head or the Service Provider'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 Service Provider for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Service Provider 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 Service Provider written notice of such termination. In the event of termination of this Agreement by the City because of the Service Provider'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 Service Provider shall excuse any obligation of City to pay compensation or sums otherwise due Service Provider under the agreement. City may withhold any and all sums due if there has been a default or breach by Service Provider of any provision of this agreement until such Default has been cured or if such Default is unable to be cured

XVII. CURE PLAN

A. If Service Provider fails to comply with any material provision of this agreement, the City may issue a written notice requiring Service Provider to submit a corrective action plan (CAP) within such time as City directs. If Service Provider 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. Service Provider 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. Service Provider 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 Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider 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. UNAUTHORIZED OBLIGATIONS

A. When any supply or service acquired under this Agreement is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement attached as an EXHIBIT to this Agreement which includes any clause requiring the City to indemnify the Servicer or any person or entity for damages, costs, fees, or any other loss or liability that would create an Alabama Municipal Anti-Deficiency Provision in violation (Ala. Code § 11-44C-67), the following shall govern:

1. Any such clause is unenforceable against the City.

2. Neither the City nor any City-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through a City signatory or an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the City or any City authorized end user to such clause.

3. Any such clauses are deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

4. The City does not agree to any provision that limits the Service Provider's direct liability for its own acts, omissions, negligence, breach of contract, or failure to perform under this Agreement or Exhibits made the basis hereof. Any contractual term purporting to cap or restrict the Service Provider's liability to third parties or to the City based upon the amount of fees or compensation paid under this Agreement is rejected and shall be of no force or effect. Notwithstanding the foregoing, and solely with respect to the Service Provider's contractual obligation to indemnify and reimburse the City for claims asserted against the City arising out of the Service Provider's performance of this Agreement, the parties agree that such indemnification obligation shall not exceed **Three Hundred Thousand Dollars**

($300,000) per occurrence, which corresponds to the City's maximum statutory tort exposure under Alabama law. This limitation applies only to the Service Provider's duty to indemnify and reimburse the City and shall not be construed to limit or waive the Service Provider's direct liability to any third party, nor shall it apply to claims arising from the Service Provider's gross negligence, willful misconduct, or violation of law. The Service Provider shall remain fully responsible for all damages, losses, claims, and costs arising out of or relating to its acts or omissions to the fullest extent permitted by law.

5. Nothing contained in this agreement or Exhibits attached hereto shall be deemed to constitute, either as to the Servicer, or as to third parties, a waiver of any statutory damage caps set forth in Ala. Code § § 11-47-190 and 11-93-2, as the same may be amended from time to time, and in any other statutes and case law.

XXII. 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 Service Provider'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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The Service Provider 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. Notwithstanding the foregoing, this Agreement may be assigned without consent in connection with a merger, acquisition, corporate restructuring, or other similar transaction, or as required by law

U. 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.

SERVICE PROVIDER,
LEADSONLINE, LLC

By: _____

Alexander Finley, CEO
Printed Name and Title

Date: February 6, 2026

_____

State of Texas }
County of Collin }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Alexander Finley whose name as CEO of LEADSONLINE, LLC, a limited liability company, 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 6th day of February**,** 2026**.**

_____

Notary Public
Print: Shawna Evans
My commission expires: October 10, 2028

SHAWNA EVANS
My Notary ID # 126687076
Expires October 10, 2028

(Seal)

CITY OF MOBILE

By: _____

Spiro N. Cheriogotis, Mayor

ATTEST:

Date: _____

_____

City Clerk

EXHIBIT A: LeadsOnline Subscription Services Agreement

EXHIBIT B: - LeadsOnline IBIS Solution Subscription Order Form

EXHIBIT C: LeadsOnline IBIS ClearCase Solution Subscription Order Form

EXHIBIT D: City Insurance Requirements and Contractor Evidence of Insurance

EXHIBIT E: Contractor E-Verify Enrollment

EXHIBIT A LeadsOnline Subscription Services Agreement

SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (**Agreement**) is between LeadsOnline, LLC, a Delaware limited liability company (**LeadsOnline**), City of Mobile, Alabama (**Customer**), and is effective as of the date of the last signature above. This Agreement contemplates one or more Order Forms for Services, which are governed by the terms of this Agreement.

1. SERVICE

a. This Agreement and the applicable Order Form provide Customer access to and usage of solution services involving hardware devices provided by LeadsOnline with accompanying software needed to operate such hardware and/or an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, which may be limited to a set number of Eligible Users, as defined and specified on an Order Form (**Service**).

2. USE OF SERVICE

a. **Customer Owned Data.** All data, information, images, and files uploaded or otherwise entered by Customer into the Service remains the property of Customer, as between LeadsOnline and Customer (**Customer Property**), unless otherwise specified in the applicable Order Form regarding licensing terms for the Service offered under said Order Form.

b. **Responsibilities for Customer Property.** Customer represents and warrants to LeadsOnline that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Property for use within the Service under this Agreement. Customer grants LeadsOnline the right to use the Customer Property solely for Purposes of performing under this Agreement (which includes, without limitation, the right for LeadsOnline to enhance its technology and offerings). LeadsOnline will purge any or all Customer Property upon Customer's written request. Customer may export its Customer Property as allowed by functionality within the Service.

c. **General Responsibilities.** Customer must (i) ensure that access to Service and information produced by or derived from it is limited to the Purpose defined in the Order Form, (ii) maintain any data accessed, received or otherwise derived from Service according to all applicable statutes, laws and regulations for use and disclosure of non-public personal information, (iii) connect to Service only using devices and browsers with proper encryption, (iv) promptly notify LeadsOnline (within the Service or by email to support@leadsonline.com) when an Eligible User is no longer employed by Customer or is no longer authorized to access Service, (v) ensure that each Eligible User is acting within the bounds of their authority from Customer and within their legal rights to search, possess, enter, analyze and use, all information and data submitted to and received from the Service, (vi) refrain from any use, misuse or actions related to Service or Data that infringe, misappropriate, or otherwise violate any right of anyone, or that violate any applicable law, and ensure that any instructions or directives Customer gives to or regarding anyone do not conflict with applicable laws, (vii) use any hardware provided by LeadsOnline solely for the Purpose defined in the Order Form and in accordance with all applicable instructions, policies, and documentation provided by LeadsOnline, (viii) ensure that the hardware is used only by Eligible Users authorized under this Agreement and is not transferred, loaned, or sublicensed to any unauthorized person or entity, (ix) keep all hardware provided as part of the Service in good working condition, refrain from any unauthorized repairs, modifications, or tampering, and promptly notify LeadsOnline of any malfunction, damage, or loss, and (x) verify the accuracy, timeliness, context and relevance of information or communication from Service or personnel prior to taking action. Customer acknowledges that LeadsOnline does not enforce laws, does not provide legal advice, and does not claim to have authority or expertise in legal or law enforcement matters.

d. **Governmental Agency Public Records Clause**. If Customer is a government agency and is required by law to permit the inspection and copying of public records, Customer acknowledges the Service contains information protected by exemptions to public disclosure laws in many states, and if Customer searches the Service in response to a request for Public Records, Customer is acting on its own accord. LeadsOnline does not grant Customer access to the Service for the Purpose of searching for or creating records to respond to a public records request when Customer did not have the record in its possession at the time of the request.

e. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices, and ensure that any credentials related to the hardware under the Service are protected from unauthorized access; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of any data submitted to the Service, may not share any access credentials and must also prevent unauthorized access, tampering, or misuse of any hardware provided under the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify LeadsOnline promptly of any such unauthorized access; (iv) may use the Service and any associated hardware only in accordance with the Service's technical documentation (including without limitation, video tutorials) and applicable law; and (v) must follow all provided guidelines for hardware setup, maintenance, and operation to ensure compliance and functionality under the Service.

f. **LeadsOnline Support.** Unless otherwise specified in the applicable Order Form, LeadsOnline must provide Customer support for the Service under the terms of LeadsOnline's Customer Support Policy (**Support**), which is located at leadsonline.com/customer-support.

3. Warranty Disclaimer

a. **THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. LEADSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE LEADSONLINE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

b. While Customer acknowledges that the Service may not be error-free and may not fully meet Customer's expectations, LeadsOnline does warrant that the Service is free from defects that will substantially affect performance, and that it has used commercially available tools designed to discern that no viruses or other security defects are present. LeadsOnline further warrants that the Service will function substantially in accordance with the Order Form. LeadsOnline will not intentionally introduce any virus, Trojan horse, spyware, malware, or other malicious code designed to erase, damage, or unlawfully interfere with Customer's equipment, data, or other programs. Notwithstanding the foregoing, Customer acknowledges and agrees that the Service may contain functionality that allows LeadsOnline to remotely disable or limit the hardware's operation in accordance with this Agreement, including but not limited to instances of non-payment or material breach by Customer.

c. LeadsOnline cannot control the decisions and actions of Customer. LeadsOnline expressly disclaims and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, inaction by Customer or any other party as a result of or reliance on, in whole or in part, any use of the Service or information derived from it, or for any consequences or outcomes including death, injury, loss or damage to any property arising from or caused by any such actions decisions, reactions, responses, or inaction.

4. Payment

a. **Fees and Payment.** Customer must pay all fees as specified on the Order Form, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes.

b. **Nonpayment.** LeadsOnline will provide electronic notice (within the Service) and notice to the email registered with LeadsOnline (Customer is responsible for maintaining an updated email address with LeadsOnline) of the non-payment of an open invoice. If the payment is not made within 7 days of the first notice, then LeadsOnline may suspend Service and Support until the amount is paid in full or terminate the Service upon 30 days' notice under Section 9(c).

5. Mutual Confidentiality

a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**).

LeadsOnline's Confidential Information includes, without limitation, the Service. Customer's Confidential Information includes, without limitation, the Customer Property.

b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any Purpose outside the scope of this Agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for Purposes consistent with this Agreement, and who have a legal obligation under law or policy regarding confidentiality or have signed confidentiality Agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this Agreement.

c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order unless otherwise directed by the court.

6. INFORMATION SECURITY

a. **Data Security Measures.** To protect Customer Property from unauthorized disclosure, alteration, or misuse, LeadsOnline shall:

i. Agree to the terms of the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Addendum.

ii. Ensure that LeadsOnline personnel with unescorted access to unencrypted Customer Property and/or physically secure locations have:
- Completed CJIS Security Awareness Training and have passed the Level Four CJIS Security Test designed for Information technology personnel (system administrators, security administrators, network administrator).
- Submitted to and successfully passed state of residency and national fingerprint-based record checks.

iii. Apply appropriate controls according to the AICPA Trust Services Criteria for Security so as to maintain a secure environment for all Customer Property.

iv. Maintain proper encryption of data in transit using 256-Bit Transport Layer Security (TLS) and at rest using FIPS 140-2 standards.

v. Maintain advanced firewall and intrusion protection, database partitioning, patch management, account management, identification and authentication, configuration management and third-party application and network penetration tests.

vi. Log events relative to access and use of the Services; maintain and protect logs from disclosure, alteration, or misuse.

vii. Respond to security incidents; In the event of a data breach (as defined by applicable law), of Customer Property, LeadsOnline will act to eliminate the breach, preserve forensic evidence, and notify Customer without undue delay. LeadsOnline shall have no obligation to notify consumers or regulatory authorities of a breach of Customer data that was not the result of a data security incident experienced by LeadsOnline.

viii. Purge any Customer Property upon Customer's written request.

7. INSURANCE

a. **Insurance Policies.** LeadsOnline shall maintain insurance policies for property, general liability, auto, workers compensation, errors and omissions/cyber liability insurance.

b. **Additional Insured**. For the purposes of this Agreement, Customer, its officers, officials, employees, and volunteers shall be deemed additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of LeadsOnline. Additional insured coverage shall be evidenced in the form of Blanket Certificate of Endorsement upon Customer's request.

8. PROPERTY

a. **Reservation of Rights.** LeadsOnline and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with LeadsOnline. Title to any hardware provided under this Agreement passes to Customer upon full payment as specified in the Order Form; however, LeadsOnline retains all intellectual property rights related to any software, firmware, or proprietary technology embedded in or used to operate the hardware. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. LeadsOnline reserves all rights that are not expressly granted in this Agreement.

b. **Restrictions.** Customer *may not*: (i) share, provide, sell, resell, rent, or lease the Service or use it in a service-provider capacity or allow access to the Service, its output, or any associated hardware, software, firmware, or proprietary technology by a third party, except as expressly permitted in this Agreement; (ii) use the Service or any hardware provided as part of the Service, to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the Service, including but not limited to tampering with, modifying, or attempting to bypass any security, tracking, or management features within any software or hardware provided as part of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks or use any automated means to monitor, access or copy any data from the Service; (v) reverse engineer, decompile, disassemble, or otherwise attempt to discover the underlying technology, software, or firmware of the Service or hardware, or modify, alter, or remove any proprietary markings or security features; (vi) resell, transfer, or dispose of the hardware in a manner inconsistent with this Agreement, including attempting to sublicense or lease it to a third party without LeadsOnline's prior written consent; the Service; or (vii) access the Service to build a competitive service or product, or copy any feature, function, or graphic. LeadsOnline may suspend Service to Customer if LeadsOnline believes in good faith that Customer's use of the Service poses threat to the security, availability, or legality of the Service; in such event, LeadsOnline will work with Customer to address the issue and restore Service as quickly as possible.

c. **Audit Information.** LeadsOnline logs events related to user registration, contacts, access, and use of the Services for legal, audit, security, and support Purposes (**Audit Information**). Audit Information is not Customer Property.

9. TERM & TERMINATION

a. **Term.** This Agreement continues until the 30th day after all Order Forms have expired or earlier terminated as provided below.

b. **Term of Order Forms.** The term of each Order Form is specified in the Order Form.

c. **Mutual Termination for Material Breach.** If either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day (30) notice/cure period if the breach has not been cured.

d. **Termination by Mutual Consent.** This Agreement and/or any Order Form may be terminated by the mutual consent of both parties.

e. **Termination of an Order Form Due to Non-Appropriation of Funds.** Government Customers may terminate services in an Order Form by providing sixty (60) days' written notice to LeadsOnline prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

f. **Return of Customer Property:**
   - Within sixty (60) days after termination, upon written or electronic request LeadsOnline will make the Service available for Customer to export Customer Property as provided in **Section 2(a)**.
   - After such a sixty-day (60) period, LeadsOnline has no obligation to maintain the Customer Property and may destroy it.

10. LIABILITY LIMIT

Except as unauthorized by agreement or otherwise unauthorized by municipal, state, or federal law:

a. **Indemnification for Third-Party Claims.** LeadsOnline will defend or settle any third-party claim against Customer to the extent that such claim alleges that the LeadsOnline technology used to provide the Service violates a copyright, patent, or trademark (**IP Indemnity Claim**), if Customer: promptly notifies LeadsOnline of the claim in writing; cooperates with LeadsOnline in the defense;

and allows LeadsOnline to solely control the defense or settlement of the claim. Costs. LeadsOnline will pay infringement claim defense costs it incurs in defending Customer, and LeadsOnline-negotiated settlement amounts, and court awarded damages. Process. If such a claim appears likely, then LeadsOnline may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If LeadsOnline determines that none of these are reasonably available, then LeadsOnline may terminate the Service and refund any prepaid and unused fees. Exclusions. LeadsOnline has no obligation for any claim arising from: Customer's misuse of the Services, LeadsOnline's compliance with Customer's designs, specification, instructions, or technical information; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Customer's directives, access or use of, or laws or policies applicable to Customer regarding the information and sources thereof accessible via the Services including Customer Property; or technology or aspects not provided by LeadsOnline. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND LEADSONLINE'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**

b. **EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LEADSONLINE IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.**

c. **TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR LEADSONLINE'S INDEMNITY OBLIGATIONS RELATING TO IP INDEMNITY CLAIMS, LEADSONLINE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY, EXCEPT THAT THE ABOVE LIMITATION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SERVICE.**

11. Governing Law & Forum

a. **Government Customers.** This Agreement is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.

b. **All other Customers.** For all other Customers, this agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Collin County, Texas and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

12. Other Terms

Except as unauthorized by agreement or otherwise unauthorized by municipal, state, or federal law:

a. **Entire Agreement and Changes.** This Agreement and the Order Form constitute the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or Agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise, or inducement not included in this Agreement is binding. No modification or waiver of any term of this Agreement is effective unless both parties sign an amendment to this Agreement.

b. **No Assignment.** Neither party may assign or transfer this Agreement to a third party, except that the Agreement and all Order Forms may be assigned without the consent of the other party as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.

c. **Export Compliance.** The Service and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.

d. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an employee, or partner of the other party or the other party's Affiliates.

e. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.

f. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this Agreement.

g. **No Additional Terms.** LeadsOnline rejects additional or conflicting terms of any Customer form-purchasing document.

h. **Order of Precedence.** If there is an inconsistency between this Agreement and an Order Form, the Order Form prevails.

i. **Survival of Terms.** All provisions of this Agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this Agreement shall survive expiration or termination of this Agreement until fully performed or otherwise are inapplicable.

j. **Feedback.** If Customer provides feedback or suggestions about the Service, then LeadsOnline (and those it allows to use its technology) may use such information without obligation to Customer.

EXHIBIT B:- LeadsOnline IBIS Solution Subscription Order Form

LEADSONLINE IBIS® SOLUTION SUBSCRIPTION

ORDER FORM NO. Q-05900 | AGENCY ID: 703-CCX1

CUSTOMER:
CITY OF MOBILE, ALABAMA

UNIT:
POLICE DEPARTMENT

1. SERVICE

a. **Service.** LeadsOnline Integrated Ballistic Identification System (**IBIS®**) technology, which may include cartridge case acquisition units (**BrassTrax™ Acquisition Station** or **BrassTrax™**), and associated three dimensional imaging, comparison algorithm for ballistic evidence in large databases and data management infrastructure (collectively, the **Service**).

b. **Authority.** Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, or a criminal justice agency as defined under Federal law or regulation and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE

a. **Law Enforcement Use.** Exclusively for the official law enforcement activities of Customer's Unit. Hardware and software shall be used solely for firearms evidence acquisition, analysis, and reporting. Use must be in accordance with federal, state, or local laws, and any applicable National Integrated Ballistic Information Network (**NIBIN**) participation requirements.

3. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES

a. **Order Term.** This Order Form will become effective as of the last signature below (**Effective Date**) and remain in effect through the service periods listed below (**Initial Term**) and any renewal service periods or until termination by LeadsOnline or Customer as described below.

b. **Service Start Date.** The Service Start Date shall be defined as the earlier of (i) the date on which the equipment is installed and available for use (**Installation Date**), or (ii) sixty (60) calendar days following delivery of the equipment to Customer, unless the parties agree in writing, via email or otherwise, after the Effective Date to an alternative Service Start Date.

IBIS® BRASSTRAX™ ACQUISITION STATION:

TERM	LEADSONLINE SOLUTION	RATE	QTY	SUBTOTAL	DISC.%	TOTAL DUE
Year 1	BrassTrax Acquisition Station	$41,844.00	1	$41,844.00	12%	**$36,822.72**
Year 2	BrassTrax Acquisition Station	$43,099.32	1	$43,099.32	10.5%	**$38,573.89**
Year 3	BrassTrax Acquisition Station	$44,392.30	1	$44,392.30	10.5%	**$39,731.11**
Year 4	BrassTrax Acquisition Station	$47,055.84	1	$47,055.84	10.5%	**$42,114.98**
Year 5	BrassTrax Acquisition Station	$49,879.19	1	$49,879.19	10.5%	**$44,641.88**
Year 6	BrassTrax Acquisition Station	$52,871.94	1	$52,871.94	10.5%	**$47,320.39**
Year 7	BrassTrax Acquisition Station	$56,044.26	1	$56,044.26	10.5%	**$50,159.61**

c. **Payment Terms.** Payment shall be made within thirty (30) days from the date of invoice for each service period during the Initial Term and any renewal term thereafter.

d. **Renewals.** Following the Initial Term, this Order Form will automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Each renewal term will be invoiced by LeadsOnline according to then-current pricing, and continued use of the Service is subject to Customer's timely payment of such invoice.

e. **Applicable Taxes.** Fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes. Any taxes referenced and/or quoted are estimates only, and not all services and/or hardware may be subject to taxation. Final tax amounts will be determined based on applicable laws at the time of invoicing. Customer may provide a Tax Exemption Certificate if applicable.

4. Bundle Discounts

a. **Bundle Discounts.** Should bundle discounts (**Discounts**) be granted to Customer, said Discounts are contingent on Customer's annual renewal of each Service qualifying Customer for each Discount.

b. **Revocation Disclaimer.** Should the associated Agreement and/or this, or any other associated Order Form, terminate due to cancellation, expiration, mutual termination or breach, all Discounts granted under this, or any other associated Order Form, will be immediately revoked. Customer will no longer qualify for Discounts.

5. Early Termination & Termination Fees

a. **Termination of an Order Form Due to Non-Appropriation of Funds.** Customer may terminate services in this Order Form by providing sixty (60) days' written notice to LeadsOnline prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

b. **Termination Fees.** In the event of termination under this paragraph, Customer shall be subject to an early termination fee equal to fifty percent (50%) of the remaining unbilled service periods as outlined above.

6. Features

BrassTrax™ Key Features and Characteristics	
BrassTrax™ Acquisition Station	**BrassTrax™** is the cartridge case imaging component of IBIS networks. It digitally captures the areas of interest from the head of a cartridge case in 3D, offering considerable impression detail and multiple viewing perspectives.
3D Imaging	Custom-designed non-linear photometric stereo 3D sensor. Automated acquisition reduces operator variability and ensures consistent image quality for optimal comparison performance. Automated 3D topography acquisition of the primer area, including breech face marks and centerfire firing pin impression. Semi-automated 3D topography acquisition of the ejector marks or rimfire firing pin impression. Automated 3D topography acquisition of the complete head stamp. Automated delimitation of regions of interest. Accommodates cartridge case with diameters ranging from 2 mm to 27 mm and lengths up to 78.5 mm.
Data Management	Management of case, cartridge case exhibit, and firearm exhibit information.
Quality Control	Automated self-test and adjustment.
General	Hands-off operation allows multitasking.

	Minimal user training and expertise to operate. Detailed user guide.

7. Onboarding, Training and Technical Support

a. LeadsOnline will coordinate on-site or remote installation and configuration. Initial training is included for up to two (2) designated personnel per system. Customer is responsible for preparing a compliant installation site.

8. Delivery, Shipping, Duties, Taxes and Fees

a. **Delivery.** The delivery of the equipment shall be within sixty (60) days of the Effective Date.

b. **Shipping.** The equipment will be shipped FCA LeadsOnline's designated facility (Incoterms 2020). LeadsOnline will be responsible for export clearance. Risk of loss and responsibility for transportation, import clearance, duties, taxes, and final delivery shall transfer to the Customer upon transfer of the equipment to the carrier at the named place of delivery.

c. **Additional Charges.** LeadsOnline is responsible for any charges related to exportation and export customs clearance only. All import duties, customs clearance, taxes, and related charges are the sole responsibility of the Customer. The quoted price excludes income, withholding taxes, and any extraordinary storage or delivery costs.

9. Property Title and Risk Loss

a. Title to the equipment shall transfer to the Customer only upon LeadsOnline's receipt of full payment as specified in the Order Form, regardless of the completion of any on-site test procedure or other post-delivery services. Risk of loss transfers to the Customer at the point of delivery to the carrier at LeadsOnline's designated facility in accordance with FCA terms (Incoterms 2020).

10. Connection to the National Integrated Ballistic Information Network

a. The Bureau of Alcohol, Tobacco, Firearms and Explosives (**ATF**) has the authority to grant the Customer access to the National Integrated Ballistic Information Network (**NIBIN**), to include NIBIN-IBIS data concentrators and a NIBIN-IBIS correlation servers. LeadsOnline will provide reasonable assistance and coordination to facilitate the Customer's access to NIBIN from ATF. However, LeadsOnline is not responsible for ATF's decision regarding access, nor can it guarantee approval or the timing of such approval.

11. Device Control

a. Customer acknowledges and agrees that the hardware may include functionality permitting LeadsOnline to remotely disable or restrict access to the hardware in the event of non-payment, breach, or other conditions as provided in the Subscription Services Agreement.

12. Miscellaneous

Except as unauthorized by agreement or otherwise unauthorized by municipal, state, or federal law:
This Order Form is attached to and incorporated into the Subscription Services Agreement between **Customer** and **LeadsOnline** (**Agreement**). This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

EXHIBIT C: LeadsOnline IBIS ClearCase Solution Subscription Order Form

LEADSONLINE IBIS® CLEARCASE™ SOLUTION SUBSCRIPTION

ORDER FORM NO. Q-05900 | AGENCY ID: 703-CCX1

CUSTOMER:
CITY OF MOBILE, ALABAMA

UNIT:
POLICE DEPARTMENT

1. SERVICE

a. **Service.** LeadsOnline Integrated Ballistic Identification System (**IBIS®**) ClearCase™ technology (**ClearCase™ Acquisition Station** or **ClearCase™**), which may include ClearCase™ Acquisition Station, software, firmware, mobile/web applications, installation, training, and support services (collectively, the **Service**).

b. **Authority.** Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, or a criminal justice agency as defined under Federal law or regulation and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE

a. **Law Enforcement Use.** Exclusively for the official law enforcement activities of Customer's Unit. Use must be in accordance with federal, state, and/or local laws.

3. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES

f. **Order Term.** This Order Form will become effective as of the last signature below (**Effective Date**) and remain in effect through the service periods listed below (**Initial Term**) and any renewal service periods or until termination by LeadsOnline or Customer as described below.

g. **Service Start Date.** The Service Start Date shall be defined as the earlier of (i) the date on which the equipment is installed and available for use (**Installation Date**), or (ii) sixty (60) calendar days following delivery of the equipment to Customer, unless the parties agree in writing, via email or otherwise, after the Effective Date to an alternative Service Start Date.

TERM	LEADSONLINE SOLUTION	RATE	QTY	SUBTOTAL	DISC.%	TOTAL DUE
Year 1	IBIS ClearCase Acquisition Station	$18,480.00	1	$18,480.00	10.5%	**$16,539.60**
Year 2	IBIS ClearCase Acquisition Station	$19,034.40	1	$19,034.40	10.5%	**$17,035.79**
Year 3	IBIS ClearCase Acquisition Station	$19,605.43	1	$19,605.43	10.5%	**$17,546.86**
Year 4	IBIS ClearCase Acquisition Station	$20,781.76	1	$20,781.76	10.5%	**$18,599.68**
Year 5	IBIS ClearCase Acquisition Station	$22,028.67	1	$22,028.67	10.5%	**$19,715.66**
Year 6	IBIS ClearCase Acquisition Station	$23,350.39	1	$23,350.39	10.5%	**$20,898.60**
Year 7	IBIS ClearCase Acquisition Station	$24,751.41	1	$24,751.41	10.5%	**$22,152.51**

c. **Payment Terms.** Payment shall be made within thirty (30) days from the date of invoice for each service period during the Initial Term and any renewal term thereafter.

d. **Renewals.** Following the Initial Term, this Order Form will automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Each renewal term will be

invoiced by LeadsOnline according to then-current pricing, and continued use of the Service is subject to Customer's timely payment of such invoice.

e. **Applicable Taxes.** Fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes. Any taxes referenced and/or quoted are estimates only, and not all services and/or hardware may be subject to taxation. Final tax amounts will be determined based on applicable laws at the time of invoicing. Customer may provide a Tax Exemption Certificate if applicable.

4. Bundle Discounts

a. **Bundle Discounts.** Should bundle discounts (**Discounts**) be granted to Customer, said Discounts are contingent on Customer's annual renewal of each Service qualifying Customer for each Discount.

b. **Revocation Disclaimer.** Should the associated Agreement and/or this, or any other associated Order Form, terminate due to cancellation, expiration, mutual termination or breach, all Discounts granted under this, or any other associated Order Form, will be immediately revoked. Customer will no longer qualify for Discounts.

5. Early Termination & Termination Fees

c. **Termination of an Order Form Due to Non-Appropriation of Funds.** Customer may terminate services in this Order Form by providing sixty (60) days' written notice to LeadsOnline prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

d. **Termination Fees.** In the event of termination under this paragraph, Customer shall be subject to an early termination fee equal to fifty percent (50%) of the remaining unbilled service periods as outlined above.

6. Features

IBIS® ClearCase™ Key Features and Characteristics	
IBIS® ClearCase™ Acquisition Station	**IBIS® ClearCase™** is a fully automated cartridge case triage solution designed for use by non-specialist personnel. It provides rapid intelligence on possible weapons, calibers, and cases most likely to generate matches in IBIS.
Automated Triage & DNA/Fingerprint Compatibility	Performs triage without requiring prior technician involvement. Supports workflows that preserve DNA and fingerprint evidence, helping agencies maintain forensic integrity.
No Training Required	The system is designed for intuitive use. Users can operate the system with minimal training or oversight, enabling faster processing at the crime scene or lab.
Triage Intelligence	Automatically determines number of firearms, calibers, and top candidates for IBIS submission, prioritizing investigative leads.
Integration with IBIS & Evidence Workflow	Works seamlessly with evidence bagging workflows and NFC-based tagging. Ensures easy chain-of-custody integration and optimizes NIBIN-ready evidence submission.
Turnkey Hardware & Software Solution	Includes installation, shipping, training, peripherals, and 24/7 technical support. Reduces complexity and eliminates the need for separate procurement of system components.
System Updates & Upgrades	Continuous updates and hardware refreshes are included in the service. Ensures agencies always operate on the latest platform without added upgrade or warranty fees.
Data Security & Retention	All data is encrypted in transit (TLS 1.3) and at rest (AES-256-GCM). Data is retained for one (1) year, with reminders issued to users to archive prior to deletion.
Remote Support & Hardware Replacement	24/7 phone and email support. On-site technician dispatch and certified refurbished or new hardware replacements in case of system failure.

Learning & Training Resources	Access to e-learning portal, live online training (first year), on-site training (optional add-on), and periodic webinars for updates and feature highlights.

7. Scope of Support and Services

The scope of support and services included, and/or offered, by LeadsOnline for the ClearCase™ Solution are as follows:

Support	
Tier-1 Support Calls 24/7 - *(See 7a)*	Included
Email Support - *(See 7a)*	Included
Technician Visit or Hardware Replacement - *(See 7b)*	Included
Peripherals Coverage - *(See 7c)*	Included

Training & Setup	
e-Learning Portal (How-To-Videos, Documentation) - *(See 7h)*	Included
Live Online-Training - *(See 7i)*	Included only during the first year
1-Day On-Site Training - *(See 7j)*	Discounted Price
Webinars (Periodic, By Invite) - *(See 7k)*	Included

Maintenance & Data	
Software Feature Updates - *(See 7l)*	Included
Software Bug Fixes - *(See 7l)*	Included
Data Access, Storage & Retention - *(See 7m)*	Only for the first year

Consumable Offerings *(Non-Subscription, One-Time Purchases)*	
Additional Triage Casing Holders (TCHs) - *(See 7d)*	Discounted Price
Additional Standard NFC Stickers - *(See 7e)*	Discounted Price
Additional LOCI Cases - *(See 7f)*	Discounted Price
Additional Tamperproof NFC Stickers - *(See 7g)*	Discounted Price

a. **Tier-1 Support (24/7):** LeadsOnline provides 24/7 Tier-1 technical support via phone and email. Support is delivered by trained personnel specializing in LeadsOnline proprietary solutions to assist with diagnosing and resolving technical issues related to the ClearCase™ Solution.

b. **On-Site Technician Visits and Hardware Replacement:** In the event a hardware issue cannot be resolved remotely, LeadsOnline will coordinate a technician visit to the Customer's location. In cases of complete system failure, LeadsOnline will provide replacement

hardware, which may be either new or certified refurbished, at LeadsOnline's discretion, to restore system operation as quickly as feasible.

c. **Peripheral Equipment Coverage:** The ClearCase™ Solution includes additional peripherals such as an RJ45 Ethernet Cable, Power Supply AC Adapter, USB Wi-Fi Adapter, Ruggedized Tablet, and Triage Casing Holders (TCHs). These peripherals are covered for functional defects, excluding damage due to wear and tear or misuse. Replacement of covered peripherals is subject to availability and manufacturer warranty terms where applicable.

d. **Triage Casing Holders (TCHs):** TCHs are reusable components designed to facilitate the acquisition of cartridge cases within the ClearCase™ Acquisition Station. TCHs support centerfire calibers ranging from 5.56mm (.223") to 12.7mm (.50") in diameter and up to 45mm in length. Each TCH integrates with standard NFC tags for evidence tracking and chain of custody integrity.

e. **Standard NFC Stickers:** Standard NFC Stickers are single-use identifiers included for use with TCHs. Each sticker contains a unique embedded ID that links to individual evidence items. Stickers are affixed to the evidence and TCH at the time of acquisition to ensure continuity and traceability within the ClearCase™ workflow. Standard NFC Stickers are available for purchase at a discounted rate.

f. **LOCI Cases:** LeadsOnline supports integration with LOCI Forensics B.V. DNA-Free evidence tubes (**LOCI Cases**) for DNA preservation. LOCI Cases are single-use, sterile containers intended for one cartridge case per unit. Each case is valid for up to two (2) years from manufacture and must be used with Tamperproof NFC Stickers provided separately. LOCI Cases are available for purchase at a discounted rate.

g. **Tamperproof NFC Stickers:** Tamperproof NFC Stickers are single-use components designed to securely seal LOCI Cases and visually indicate any tampering. Each sticker includes a unique embedded NFC ID for digital tracking of evidence. Tamperproof NFC Stickers are available for purchase at a discounted rate.

h. **e-Learning Portal:** LeadsOnline provides Customers with access to a secure e-learning portal that includes training videos, documentation, and user guides to support ongoing use of the ClearCase™ Solution. Access is available to authorized users with valid credentials.

i. **Live Online Training (Year 1):** One (1) live online training session is included with the first year of the Initial Term of the ClearCase™ Solution to onboard new users. Additional training sessions beyond the first year may be purchased separately and are subject to then-current pricing and availability.

j. **On-Site Training:** On-site training is available for separate purchase and includes a one-day session conducted by LeadsOnline staff at the Customer's facility. This training requires at least four (4) weeks' advance notice. The Customer is responsible for ensuring the system is fully installed and all trainees are present.

k. **Webinars and Feature Briefings:** LeadsOnline may periodically offer optional webinars to introduce new features and gather customer feedback. Invitations will be sent in advance to enable planning by Customer personnel.

l. **Software Updates and Bug Fixes:** LeadsOnline will provide periodic updates, patches, and fixes for the ClearCase™ Solution software, firmware, and mobile/web applications. These updates are intended to enhance stability, resolve identified issues, and deliver feature improvements.

m. **Data Access, Storage, and Retention:** Data generated through the ClearCase™ Solution is stored on cloud infrastructure using industry-standard security measures, including TLS 1.3 encryption in transit and AES-256-GCM encryption at rest. Stored data is retained for a period of one (1) year from the date of acquisition. Customers will receive automated notifications prompting them to archive data prior to deletion.

8. DELIVERY, SHIPPING, DUTIES, TAXES AND FEES

d. **Delivery.** The delivery of the equipment shall be within thirty (30) days of the Effective Date.

a. **Shipping.** The equipment will be shipped FCA LeadsOnline's designated facility (Incoterms 2020). LeadsOnline will be responsible for export clearance. Risk of loss and responsibility for transportation, import clearance, duties, taxes, and final delivery shall transfer to the Customer upon transfer of the equipment to the carrier at the named place of delivery.

b. **Additional Charges.** LeadsOnline is responsible for any charges related to exportation and export customs clearance only. All import duties, customs clearance, taxes, and related charges are the sole responsibility of the Customer. The quoted price excludes income, withholding taxes, and any extraordinary storage or delivery costs.

9. Property Title and Risk Loss

a. Title to the equipment shall transfer to the Customer only upon LeadsOnline's receipt of full payment as specified in the Order Form, regardless of the completion of any on-site test procedure or other post-delivery services. Risk of loss transfers to the Customer at the point of delivery to the carrier at LeadsOnline's designated facility in accordance with FCA terms (Incoterms 2020).

10. Data Ownership

a. **Customer Owned Data.** All data, information, images and files uploaded, or otherwise entered and stored on the cloud in connection with the ClearCase™ Solution remains the property of Customer, as between LeadsOnline and Customer (**Customer Data**), and by using the ClearCase™ Solution, Customer grants LeadsOnline a worldwide, non-exclusive, royalty-free and transferable license to access, reproduce, modify, and display Customer Data, share with third parties and to enable LeadsOnline to enhance its technology and offerings.

b. **Data Security.** LeadsOnline is committed to protecting personal information and takes reasonable measures to safeguard Customer Data in its possession. LeadsOnline agrees to implement appropriate technical and organizational controls (**Data Security Measures**) designed to comply with applicable privacy laws and to protect personal information collected, received from third parties, or stored in connection with the Service. However, Customer acknowledges that no system is completely secure, and LeadsOnline disclaims liability for unauthorized access, disclosure, or loss of data except to the extent caused by LeadsOnline's gross negligence or willful misconduct.

11. Device Control

a. Customer acknowledges and agrees that the hardware may include functionality permitting LeadsOnline to remotely disable or restrict access to the hardware in the event of non-payment, breach, or other conditions as provided in the Subscription Services Agreement.

12. Miscellaneous

Except as unauthorized by agreement or otherwise unauthorized by municipal, state, or federal law:

a. This Order Form is attached to and incorporated into the Subscription Services Agreement between **Customer** and **LeadsOnline** (**Agreement**). This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

EXHIBIT D: City Insurance Requirements and Contractor Evidence of Insurance

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance/ Errors and Omissions coverage, as well as insurance set out below 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.

A. The following are minimum coverage amounts:

1. Professional Liability Insurance: Professional Liability Insurance, including design-Cyber and Technical Errors and Omissions, with a limit of not less than $1,000,000 per claim.

2. 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 Service Provider.

    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: Will not be required for this project.

5. Excess/Umbrella Liability Insurance

    a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

    b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

6. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

B. 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). The COI and policy endorsements listed below are required to be produced prior to contract execution:

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, *except professional liability insurance, and workers compensation insurance.*

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, *except professional liability insurance and workers compensation insurance.*

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.

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.

CERTIFICATE OF LIABILITY INSURANCE

9/1/2026

DATE (MM/DD/YYYY): 12/10/2025

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: Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1531533 LeadsOnline Parent, LLC LeadsOnline, LLC 6900 Dallas Pkwy Ste 825 Plano, TX 75024-4200	INSURER A: Hartford Insurance Group INSURER B: Trumbull Insurance Company — 27120 INSURER C: Hartford Casualty Insurance Company — 29424 INSURER D: --- SEE ATTACHMENT --- INSURER E: Indian Harbor Insurance Company — 36940 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 22760869 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:	Y	Y	42 UUN AZ7TFV	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ Not Applicable $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	42 UEN AF7890	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	42 XHU AZ7W5X	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	42 WE AZ7TFA	9/1/2025	9/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Cyber/E&O/Professional	N	N	MTP9046827 02	9/1/2025	9/1/2026	$5M per occurrence & aggregate	

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

City of Mobile is included as Additional Insured on a primary and non-contributory basis on the General Liability, Automobile Liability and Umbrella Liability as required by written contract. Waiver of Subrogation applies in favor of Additional Insured under the General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation as required by written contract. 30 days' notice of cancellation applies except for 10 days non-payment of premium.

CERTIFICATE HOLDER

22760869
City of Mobile
Risk Management
205 Government Street
Mobile, AL 36644

CANCELLATION See Attachment

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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Issuing Company for Worker's Compensation
Arizona Hartford Insurance Company of the Southeast
Hartford Casualty Insurance Company NAIC #29424
Colorado Hartford Fire Insurance Company
Delaware Hartford Insurance Company of the Southeast
Florida Twin City Fire Insurance Company
Indiana Hartford Insurance Company of the Southeast
Maryland Property and Casualty Insurance Company of Hartford
Michigan Sentinel Insurance Company Ltd.
New Jersey Hartford Underwriters Insurance Company
Ohio Twin City Fire Insurance Company
Oregon Hartford Accident and Indemnity Company
South Carolina Sentinel Insurance Company Ltd.
Texas Hartford Insurance Company of Illinois
Virginia Hartford Insurance Company of Illinois



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 nonpayment 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 nonpayment of premium, or by the insured, notice of such cancellation will be provided within (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.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. 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.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions**

We will not pay expenses for "bodily injury":

a. **Any Insured**

To any insured, except "volunteer workers".

b. **Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

g. **Coverage A Exclusions**

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(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 Coverage Part.

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 the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or 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;

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.

4. 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.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written 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.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

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 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 Sub-paragraphs **(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(s) or organization(s) 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(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, 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 connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, 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 the failure to render any professional services by or for you, 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 services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, 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;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B**.

3. **Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. **Personal And Advertising Injury Limit**

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. **Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. **Damage To Premises Rented To You Limit**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. **Medical Expense Limit**

Subject to **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.

8. **How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. **Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. **Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any 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

Any 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 or written agreement 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 Coverages **A** or **B** 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 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.

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**

   a. **When You Accept This Policy**

      By accepting this policy, you agree:

      (1) The statements in the Declarations are accurate and complete;

      (2) Those statements are based upon representations you made to us; and

      (3) We have issued this policy in reliance upon your representations.

   b. **Unintentional Failure To Disclose Hazards**

      If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

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**

   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.

   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.

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 the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;

      (2) Television;

      (3) Billboard;

      (4) Magazine;

      (5) Newspaper; or

   b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. **"Advertising idea"** means any idea for an "advertisement".

3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. **"Auto"** means:

   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in a. above;
      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
12. **"Insured contract"** means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

   Premises Rented To You Limit described in Section **III** - Limits of Insurance;
   b. A sidetrack agreement;
   c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily

injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    a. False arrest, detention or imprisonment;
    b. Malicious prosecution;
    c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
    d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
    f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
    g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard":**
    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        (1) Products that are still in your physical possession; or
        (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            (a) When all of the work called for in your contract has been completed.
            (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

        Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
    b. Does not include "bodily injury" or "property damage" arising out of:
        (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
        (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
        (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:
    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

    As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:
    a. Stored as or on;
    b. Created or used on; or
    c. Transmitted to or from;

    computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement 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 **(1)** and **(2)** 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 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, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. **AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. – FELLOW EMPLOYEE - of SECTION II – LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. **LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. **AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V- DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 42 WE AZ7TFA **Endorsement Number:**
Effective Date: 09/01/25 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: LEADSONLINE PARENT, LLC
6900 DALLAS PKWY STE 825
PLANO TX 75024

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: 07/23/25

Policy Expiration Date: 09/01/26

EXHIBIT E: Contractor E-Verify Enrollment

LEADSONLINE

STATE OF TEXAS

COUNTY OF COLLIN

E-VERIFY AFFIDAVIT OF LEADSONLINE, LLC

Before me, a Notary Public of the State of Texas, personally appeared Alexander Finley (Affiant) who, being duly sworn says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Chief Executive Officer for LeadsOnline, LLC that LeadsOnline, LLC shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that LeadsOnline, LLC is enrolled in the E-Verify program.

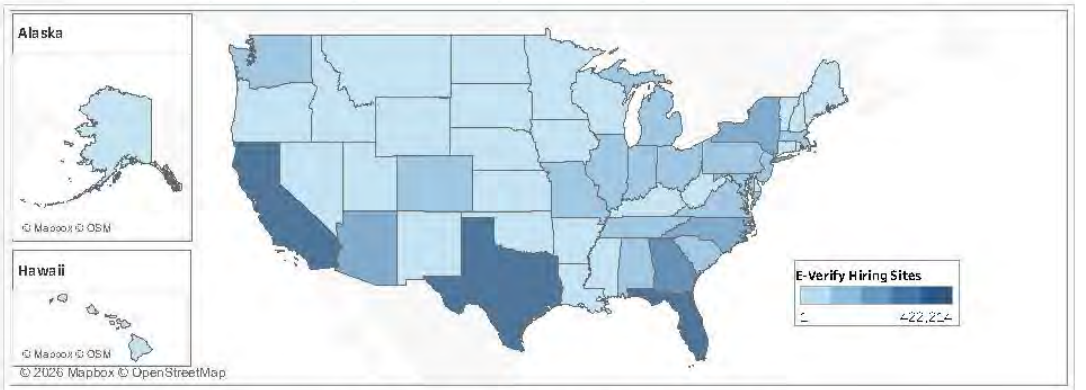
333281 E-Verify User Identification Number	LeadsOnline, LLC Company Name
6900 Dallas Pkwy Ste 825 Street Address	Plano, TX 75024-4200 City/State/Zip Code
 Affiant Signature	December 10, 2025 Date
Alexander Finley Printed Name of Affiant	CEO Title of Affiant

Sworn to and subscribed before me this the 10 day of December, 2025.

I certify that the affiant, Alexander Finley, is personally known to me to be the identical party he claims to be.

SHAWNA EVANS
My Notary ID # 126687076
Expires October 10, 2028

Shawna Evans, Notary Public
My Commission Expires: 10/10/2028



Map based on search tool's full data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by **Last Updated Date** in descending order and default filtered to show employers enrolled **this year**]

Business Name [Input Employer's legal name or DBA name]
Contains "eadson ne"

Industry Type
A

Account Status
- ✔ Open
- ✔ Terminated

Opted into E-Verify+
- ✔ No
- ✔ Yes

State/Territory
A

Date Enrolled [Select last 30 years for all data]
01/01/2007 to 12/31/2026

Total Records Filtered: 1

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workforce Size	Hiring Site Locations	
9/11/2025	LeadsOn ne LLC		Open	Yes	6/1/2010		100 to 499	TX	1

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Forrester, City Engineer
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE
Benjamin Reynolds, Councilmember

Purpose and Scope of Project:
Grant a permanent easement to Alabama Power to provide service to Mims Park from Grishilde Drive, as shown in yellow on attached drawing

Amount of Contract:
NA

Funding Source
NA

ATTACHMENTS:
1. Resolution Mims Park 5400 Grishilde
2. AL Power Easement Mims Park 72316095 FINAL
3. SKETCH MARKED

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Council Member Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY 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, an easement, to ALABAMA POWER COMPANY as set out in W.E. #A6554-06-A726, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide new underground service to the Mims Park, located at 5400 Grishilde Dr., Mobile, AL.

Adopted:

_____

City Clerk

APC NO. 72316095

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A6554-06-A726

Parcel No. 33 02 10 3 000 016.000

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2026, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, (hereinafter known as "Grantor" or "City") and Alabama Power Company, a corporation, (hereinafter known as "Power Company" or "Grantee"):

W I T N E S S E T H:

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

COMG AT SE COR OF SW 1/4 OF SEC 10 T5S R2W TH RUN IN A NLY DIR 1365 FT-S- M/L FOR POB & ALSO SE COR OF PPTY TH RUN IN WLY DIR 705.28 FT -S- TO SW COR TH RUN IN NLY DIR 580 FT-S- M/L TO NW COR TH RUN IN ELY DIR 705.28 FT S- M/L TO NE COR TH RUN IN SLY DIR 580 FT-S- M/L BACK TO POB #SEC 10 T5S R2W. The Property is further identified as Tax Parcel Number 33 02 10 3 000 016.000 in the property tax records in the office of the Revenue Commissioner of Mobile County, Alabama. Location of the easement herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No.#A6554-06-A726** marked as Exhibit "A" attached hereto and made a part hereof. As needed for installation of new underground facilities for a new commercial customer within City of Mobile property located at **5400 Grishilde Dr. Mobile, AL, City of Mobile property**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE, in consideration of the sum of One and No/100 ($1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, transclosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above-described work on the premises.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications

of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a like condition immediately prior to the construction.

E. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and if the City determines that the Facilities unreasonably interfere with the City's use or operations, then upon written notice and within a commercially reasonable time, Grantee shall, at the City's cost and expense, relocate, adjust, or underground in Grantee's discretion, the Facilities within the Easement Areas or to a comparable location identified and owned by the City and agreeable to Grantee.

F. The Power Company shall promptly notify the City of any hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

G. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities and provides written notice to Grantor of its intent to abandon the easement, all rights granted herein shall revert to the City.

H. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

I. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

J. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

K. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

L. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

[Signature page follows]

APC NO. 72316095
W.E. # A6554-06-A726

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by **Spiro N. Cheriogotis, Mayor of the City of Mobile** and attested by _____ _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2026.

CITY OF MOBILE

_____
SPIRO N. CHERIOGOTIS
MAYOR

ATTEST:

_____

Print Name:_____

Date: _____

ALABAMA POWER COMPANY

_____
By: _____

Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

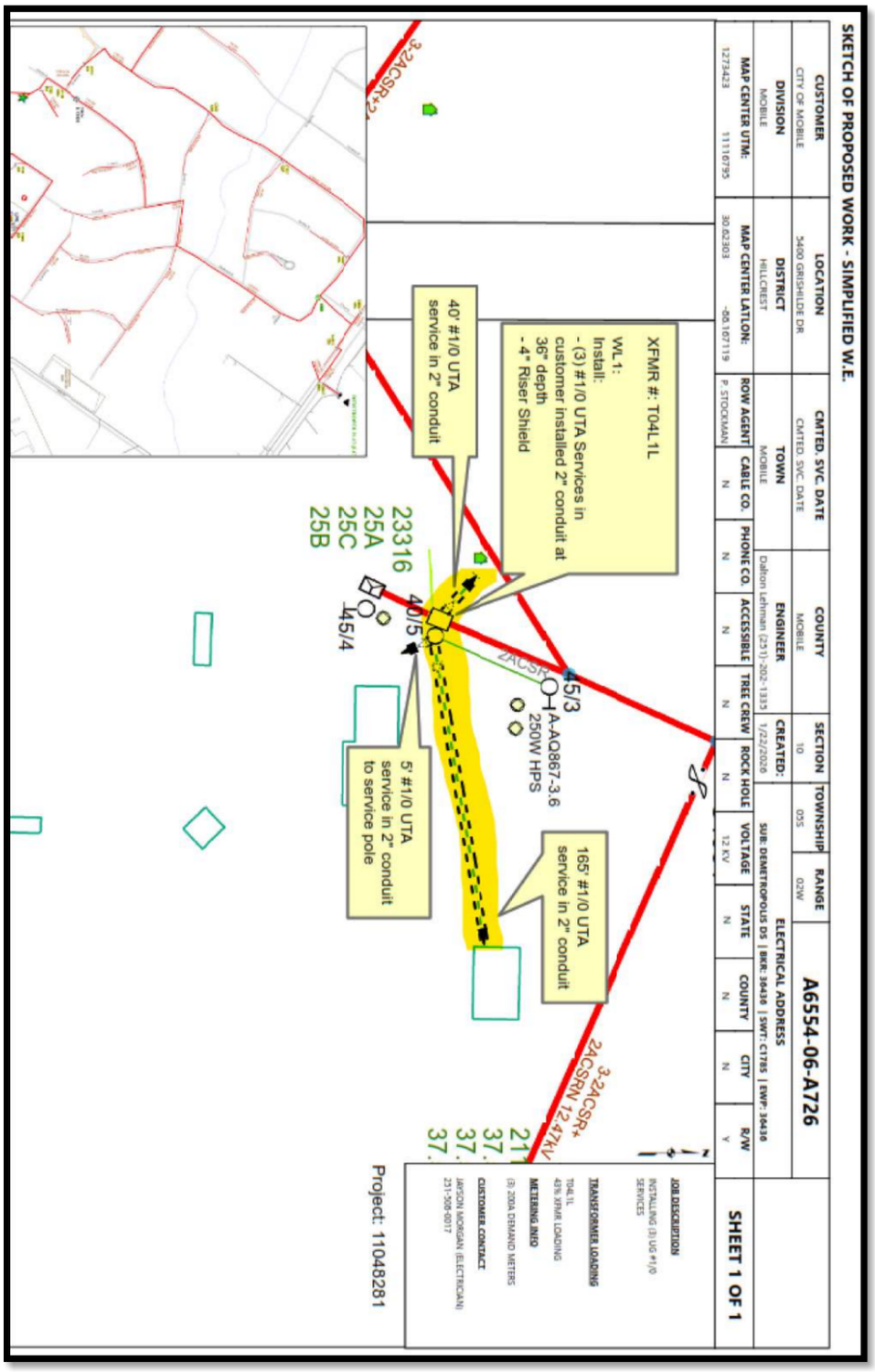
I, _____, a Notary Public, in and for said County in said State, hereby certify that **Blake Jarrett**, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 2026.

_____
Notary Public-State at Large
My Commission Expires: _____

APC NO. 72316095
W.E. # A6554-06-A726

EXHIBIT A



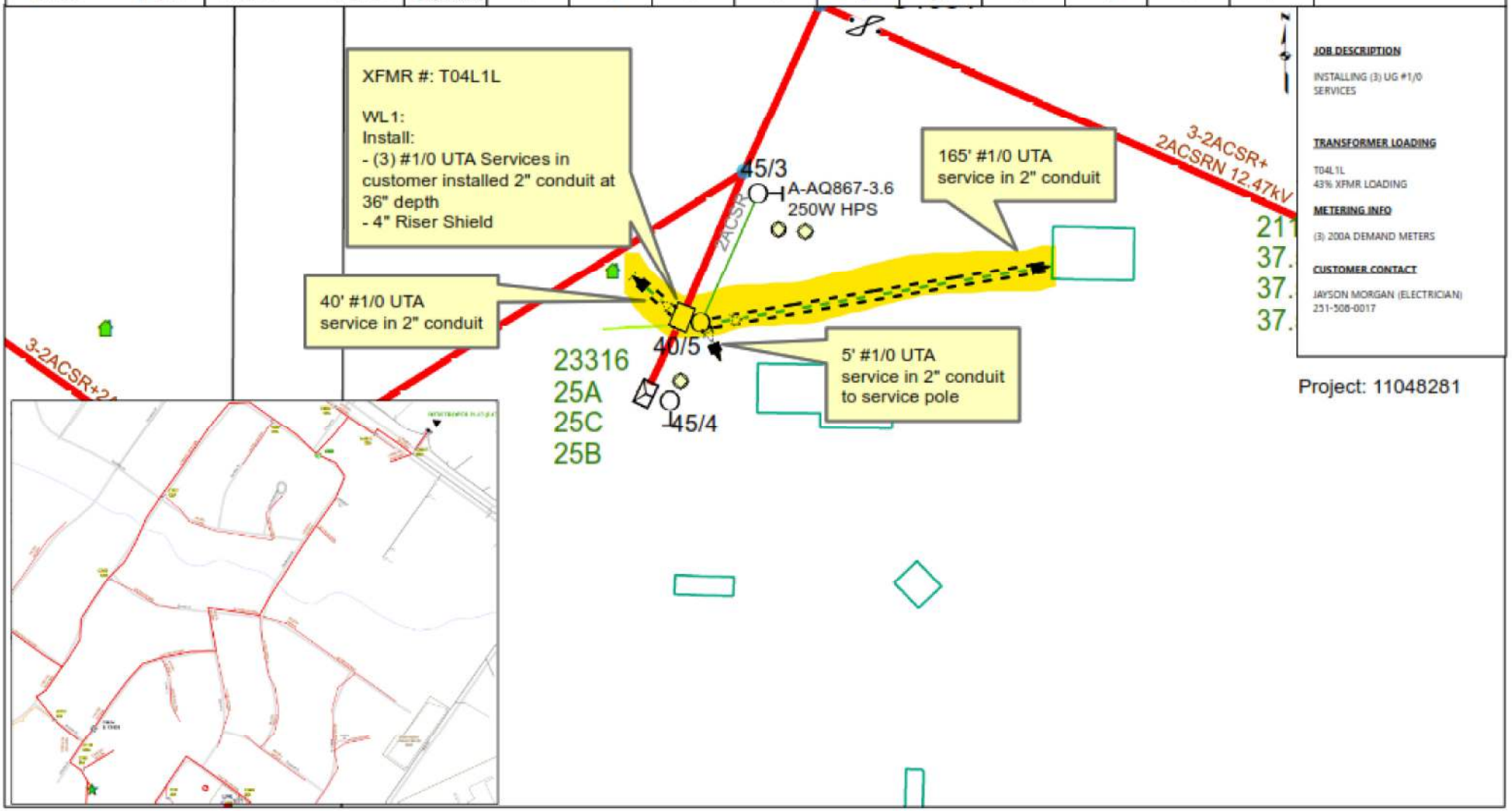
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

CUSTOMER	LOCATION	CMTED. SVC. DATE	COUNTY	SECTION	TOWNSHIP	RANGE	A6554-06-A726
CITY OF MOBILE	5400 GRISHILDE DR	CMTED. SVC. DATE	MOBILE	10	05S	02W	

DIVISION	DISTRICT	TOWN	ENGINEER	CREATED:	ELECTRICAL ADDRESS
MOBILE	HILLCREST	MOBILE	Dalton Lehman (251)-202-1335	1/22/2026	SUB: DEMETROPOLIS DS | BKR: 36430 | SWT: C1785 | EWP: 36430

MAP CENTER UTM:		MAP CENTER LATLON:		ROW AGENT	CABLE CO.	PHONE CO.	ACCESSIBLE	TREE CREW	ROCK HOLE	VOLTAGE	STATE	COUNTY	CITY	R/W
1273423	11116795	30.62303	-88.167119	P. STOCKMAN	N	N	N	N	N	12 KV	N	N	N	Y

SHEET 1 OF 1



AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize the Settlement Agreement and Release of Claim for Gloria Collier

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement Gloria Collier

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

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 Gloria Collier, 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

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for a Proposed Conditional Use Permit
for Property Located at 1356 Government Street,
120 Espejo Street, and 1356, 1358, and 1360 Conti Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 20, 2026**, a public hearing will be held on the **24th** day of **February, 2026**, at 10:30 a.m., to consider adoption of an ordinance for a proposed Conditional Use Permit for property located at 1356 Government Street, 120 Espejo Street, 1356, 1358, and 1360 Conti Street to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on October 28, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space, located at 1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT STREET (100' RIGHT-OF-WAY) AND ESPEJO STREET (50' RIGHT-OF-WAY), A 5/8-INCH REBAR FOUND; THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 22 MINUTES 54 SECONDS WEST A DISTANCE OF 261.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET (50' RIGHT-OF-WAY); THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET A DISTANCE OF 226.5 FEET TO A POINT; THENCE RUN SOUTH 02 DEGREES 40 MINUTES 20 SECONDS EAST A DISTANCE OF 259.79 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET; THENCE RUN SOUTH 70 DEGREES 07 MINUTES 12 SECONDS WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 232.67 FEET TO THE POINT OF BEGINNING.

ALSO,

FROM THE SOUTHEAST INTERSECTION OF CONTI AND ESPEJO STREETS, RUN EASTWARDLY ALONG THE SOUTH LINE OF CONTI STREET 45 FEET TO A POINT; THENCE RUN SOUTHWARDLY AND PARALLEL WITH ESPEJO STREET 140 FEET, MORE OR LESS, TO THE NORTH LINE OF PROPERTY CONVEYED BY BERTHA WEBER AND HUSBAND TO EDWARD M. BARR AND JANICE W. BARR BY DEED DATED DECEMBER 31, 1953, AND RECORDED IN DEED BOOK 604, PAGE 180, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, WHICH POINT IS 120 FEET NORTHWARDLY FROM THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE NORTH LINE OF SAID BARR PROPERTY 45 FEET TO A POINT ON THE EAST LINE OF ESPEJO STREET, 120 FEET NORTH OF THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN NORTHWARDLY ALONG THE EAST LINE OF ESPEJO STREET 140 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO,

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT AND ESPEJO STREETS, THENCE RUNNING EASTWARDLY 45 FEET ALONG GOVERNMENT STREET TO A POINT; THENCE RUNNING NORTHWARDLY PARALLEL WITH ESPEJO STREET 120 FEET TO A POINT; THENCE RUNNING WESTWARDLY 43 FEET 9 INCHES TO THE EAST LINE OF ESPEJO STREET; THENCE SOUTHWARDLY 120 FEET TO THE POINT OF BEGINNING, BEING IN BLOCK 1083 OF THE CITY OF MOBILE, LOT 1, MOBILE COUNTY, ALABAMA.

ALSO,

LOT NUMBER 3 IN SQUARE 1 OF THE ETHERIDGE TRACT; SAID LOT HAVING A FRONT OF 52 FEET 6 INCHES ON THE NORTH SIDE OF CONTI STREET, WITH A DEPTH OF 110 FEET, WITH THE SAME WIDTH IN REAR AS IN FRONT; SAID SQUARE 1 IS BOUNDED ON THE NORTH BY BROWN STREET, EAST BY BRADFORD AVENUE (FORMERLY NEW STREET), SOUTH BY CONTI STREET, AND WEST BY ESPEJO STREET; ALL IN ACCORDANCE WITH THE MAP OF SAID SUBDIVISION, RECORDED IN MAP BOOK 1, PAGE 1, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO,

THAT CERTAIN LOT OF LAND ON THE NORTH SIDE OF CONTI STREET BETWEEN ESPEJO AND NEW STREETS, KNOWN AS LOT NUMBER FOUR IN SQUARE NUMBER ONE OF THE ETHERIDGE TRACT, HAVING A FRONT OF FIFTY-TWO AND SIX-TWELFTHS FEET ON CONTI STREET AND A DEPTH NORTHWARDLY OF ONE HUNDRED TEN FEET, BEING THE SAME PROPERTY ACQUIRED BY HARRIET AND MANUEL MINOR FROM W. S. LEWIS IN 1886 BY DEED RECORDED IN MOBILE IN DEED BOOK 52 N.S., PAGE 626.

ALSO,

LOT 5 IN SQUARE 1 OF THE ETHERIDGE TRACT, AS PER MAP THEREOF MADE BY D. M. N. ROSS, COUNTY SURVEYOR, DATED APRIL 15, 1878, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF CONTI STREET 227.5 FEET EAST OF THE NORTHEAST CORNER OF CONTI AND ESPEJO STREETS; THENCE RUN EAST ALONG THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN NORTH AND AT RIGHT ANGLES TO CONTI STREET A DISTANCE OF 110 FEET TO A POINT; THENCE RUN WEST AND PARALLEL WITH THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN SOUTH A DISTANCE OF 110 FEET TO THE NORTH LINE OF CONTI STREET AND THE POINT OF BEGINNING.

ALSO,

THAT CERTAIN PARCEL OF LAND LYING NORTH AND CONTIGUOUS TO LOTS 4 AND 5 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT, BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE RUNNING EAST ALONG THE SAID NORTH LINE OF LOTS 4 AND 5, 67 FEET, MORE OR LESS, TO A POINT; THENCE RUNNING NORTHEAST A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT BEING THE NORTHEAST CORNER OF LOT 25 OF THE ETHERIDGE TRACT; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 25 A DISTANCE OF 75 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY ALONG AN EXTENDED LINE BETWEEN LOTS 3 AND 4 A DISTANCE OF 40 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4 AND THE POINT OF BEGINNING. SAID PARCEL HEREIN DESCRIBED BEING THE EASTERLY-MOST PART OF LOT 25 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT.

ALSO,

BEGINNING AT AN IRON PIPE AT THE NORTHWEST CORNER OF CONTI AND ESPEJO STREETS; THENCE NORTHWARDLY ALONG THE WEST LINE OF ESPEJO STREET A DISTANCE OF 108 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 90 DEGREES 01 MINUTES 16 SECONDS, RUN WESTWARDLY A DISTANCE OF 125.8 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 88 DEGREES 57 MINUTES 54 SECONDS, RUN SOUTHWARDLY A DISTANCE OF 149.2 FEET TO AN IRON PIPE ON THE NORTH LINE OF CONTI STREET; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 72 DEGREES 32 MINUTES 50 SECONDS, RUN NORTHEASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 129.85 FEET TO THE POINT OF

BEGINNING, BEING THE SAME PROPERTY RECORDED IN REAL PROPERTY BOOK 1754, PAGE 279, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on December 18, 2025, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
a. Any applicable development standards; and
b. Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services; and
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of February, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 28th day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street.**

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to **allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space.** If approved, the Conditional Use Permit will **allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space,** subject to the following proposed conditions: 1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays; 2. Use limited to office and small group meetings; 3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback; 4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council; 5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and 6. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Conditional Use Permit application was filed **on October 28, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space,** located at **1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street** and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT STREET (100' RIGHT-OF-WAY) AND ESPEJO STREET (50' RIGHT-OF-WAY), A 5/8-INCH REBAR FOUND; THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 22 MINUTES 54 SECONDS WEST A DISTANCE OF 261.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET (50' RIGHT-OF-WAY); THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET A DISTANCE OF 226.5 FEET TO A POINT; THENCE RUN SOUTH 02 DEGREES 40 MINUTES 20 SECONDS EAST A DISTANCE OF 259.79 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET; THENCE RUN SOUTH 70 DEGREES 07 MINUTES 12 SECONDS WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 232.67 FEET TO THE POINT OF BEGINNING.

ALSO,

FROM THE SOUTHEAST INTERSECTION OF CONTI AND ESPEJO STREETS, RUN EASTWARDLY ALONG THE SOUTH LINE OF CONTI STREET 45 FEET TO A POINT; THENCE RUN SOUTHWARDLY AND PARALLEL WITH ESPEJO STREET 140 FEET, MORE OR LESS, TO THE NORTH LINE OF PROPERTY CONVEYED BY BERTHA WEBER AND HUSBAND TO EDWARD M. BARR AND JANICE W. BARR BY DEED DATED DECEMBER 31, 1953, AND RECORDED IN DEED BOOK 604, PAGE 180, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, WHICH POINT IS 120 FEET NORTHWARDLY FROM THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE NORTH LINE OF SAID BARR PROPERTY 45 FEET TO A POINT ON THE EAST LINE OF ESPEJO STREET, 120 FEET NORTH OF THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN NORTHWARDLY ALONG THE EAST

LINE OF ESPEJO STREET 140 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO,

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT AND ESPEJO STREETS, THENCE RUNNING EASTWARDLY 45 FEET ALONG GOVERNMENT STREET TO A POINT; THENCE RUNNING NORTHWARDLY PARALLEL WITH ESPEJO STREET 120 FEET TO A POINT; THENCE RUNNING WESTWARDLY 43 FEET 9 INCHES TO THE EAST LINE OF ESPEJO STREET; THENCE SOUTHWARDLY 120 FEET TO THE POINT OF BEGINNING, BEING IN BLOCK 1083 OF THE CITY OF MOBILE, LOT 1, MOBILE COUNTY, ALABAMA.

ALSO,

LOT NUMBER 3 IN SQUARE 1 OF THE ETHERIDGE TRACT; SAID LOT HAVING A FRONT OF 52 FEET 6 INCHES ON THE NORTH SIDE OF CONTI STREET, WITH A DEPTH OF 110 FEET, WITH THE SAME WIDTH IN REAR AS IN FRONT; SAID SQUARE 1 IS BOUNDED ON THE NORTH BY BROWN STREET, EAST BY BRADFORD AVENUE (FORMERLY NEW STREET), SOUTH BY CONTI STREET, AND WEST BY ESPEJO STREET; ALL IN ACCORDANCE WITH THE MAP OF SAID SUBDIVISION, RECORDED IN MAP BOOK 1, PAGE 1, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO,

THAT CERTAIN LOT OF LAND ON THE NORTH SIDE OF CONTI STREET BETWEEN ESPEJO AND NEW STREETS, KNOWN AS LOT NUMBER FOUR IN SQUARE NUMBER ONE OF THE ETHERIDGE TRACT, HAVING A FRONT OF FIFTY-TWO AND SIX-TWELFTHS FEET ON CONTI STREET AND A DEPTH NORTHWARDLY OF ONE HUNDRED TEN FEET, BEING THE SAME PROPERTY ACQUIRED BY HARRIET AND MANUEL MINOR FROM W. S. LEWIS IN 1886 BY DEED RECORDED IN MOBILE IN DEED BOOK 52 N.S., PAGE 626.

ALSO,

LOT 5 IN SQUARE 1 OF THE ETHERIDGE TRACT, AS PER MAP THEREOF MADE BY D. M. N. ROSS, COUNTY SURVEYOR, DATED APRIL 15, 1878, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF CONTI STREET 227.5 FEET EAST OF THE NORTHEAST CORNER OF CONTI AND ESPEJO STREETS; THENCE RUN EAST ALONG THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN

NORTH AND AT RIGHT ANGLES TO CONTI STREET A DISTANCE OF 110 FEET TO A POINT; THENCE RUN WEST AND PARALLEL WITH THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN SOUTH A DISTANCE OF 110 FEET TO THE NORTH LINE OF CONTI STREET AND THE POINT OF BEGINNING.

ALSO,

THAT CERTAIN PARCEL OF LAND LYING NORTH AND CONTIGUOUS TO LOTS 4 AND 5 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT, BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE RUNNING EAST ALONG THE SAID NORTH LINE OF LOTS 4 AND 5, 67 FEET, MORE OR LESS, TO A POINT; THENCE RUNNING NORTHEAST A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT BEING THE NORTHEAST CORNER OF LOT 25 OF THE ETHERIDGE TRACT; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 25 A DISTANCE OF 75 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY ALONG AN EXTENDED LINE BETWEEN LOTS 3 AND 4 A DISTANCE OF 40 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4 AND THE POINT OF BEGINNING. SAID PARCEL HEREIN DESCRIBED BEING THE EASTERLY-MOST PART OF LOT 25 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT.

ALSO,

BEGINNING AT AN IRON PIPE AT THE NORTHWEST CORNER OF CONTI AND ESPEJO STREETS; THENCE NORTHWARDLY ALONG THE WEST LINE OF ESPEJO STREET A DISTANCE OF 108 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 90 DEGREES 01 MINUTES 16 SECONDS, RUN WESTWARDLY A DISTANCE OF 125.8 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 88 DEGREES 57 MINUTES 54 SECONDS, RUN SOUTHWARDLY A DISTANCE OF 149.2 FEET TO AN IRON PIPE ON THE NORTH LINE OF CONTI STREET; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 72 DEGREES 32 MINUTES 50 SECONDS, RUN NORTHEASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 129.85 FEET TO THE POINT OF BEGINNING, BEING THE SAME PROPERTY RECORDED IN REAL PROPERTY BOOK 1754, PAGE 279, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a **public hearing** on the requested Conditional Use Permit on **December 18, 2025,** and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;

3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
   a. Any applicable development standards; and
   b. Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services; and
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;

5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Reverend Wayne Miller, Grace Lutheran Church
1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street
Council District 2
Samantha Ingram

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

January 14, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **December 18, 2025**, considered the request of **Reverend Wayne Miller, Grace Lutheran Church**, for a Conditional Use Permit approval **to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space,** for the property located at **1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street**.

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

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

REVISED LETTER OF DECISION

January 9, 2026

Grace Lutheran Church
Reverand Wayne Miller
1356 Government Street
Mobile, Alabama 36604

Re: 1356 Government Street & 120 Espejo Street
ZON-CUP-003506-2025
Reverend Wayne Miller, Grace Lutheran Church
District 2
Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space.

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

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

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit:

1. The request is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. The request is compatible with the character of the surrounding neighborhood;
3. The request will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. The request is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. The request is designed to minimize the impact on storm water facilities;
7. The request will be adequately served by water and sanitary sewer services; and

8. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

After discussion the Planning Commission voted to recommend approval of the Conditional Use Permit to the City Council, subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$766.08.** Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

French, Michelle

To:	erdmansurveying@gmail.com
Cc:	Anderson, Logan; Whistler, Caldwell CW
Subject:	Revised Letter of Decision for ZON-CUP-003506-2025 / 1356 Government St & 120 Espejo St, etc.
Attachments:	11 ZON-CUP-003506-2025 1356 Government St & 120 Espejo REVISED LOD.pdf

Good Morning Mr. Erdman,

Attached is the revised Letter of Decision from the December 18, 2025 Planning Commission meeting. Thank you for sending the updated legal descriptions for all the properties.

I am mailing a copy of the letter to Reverand Wayne Miller and it is posted on the website.

Michelle A. French
Secretary II
Planning & Zoning
michelle.french@cityofmobile.gov
(251) 208-7522

BUILDMOBILE

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

- ■ **Conditional Use Permits** — Checklist A
- ☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Planned Development** — Checklist C
- ☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Rev. Wayne Miller	
Firm:	Grace Lutheran Church	
Phone:	(251) 433-2749	
Email:	grace@gracelutheranmobile.com	
Address:	1356 Government St. Mobile, AL 36604	

	Owner	Design Professional	
Name:	Grace Lutheran Church		
Firm:	Grace Lutheran Church		
Phone:	(251) 433-2749		
Email:	grace@gracelutheranmobile.com		
Address:	1356 Government Street, Mobile, AL 36604		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

120 Espejo Street — Property Address

.34 Acre — Property Area (acres or square feet)

2910223001049.00 Key# 00904472 — Parcel Number(s) or Key Number(s)

Residential — Present Zoning or Transect District

Religious Facility — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature — Date

Wayne D. Miller — Applicant or Agent Signature (if applicable)

11-17-2025 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Wayne D. Miller — Applicant or Agent Signature

11-17-2025 — Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Debroah Milling (President of Congregation), give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Grace Lutheran Church, a corporation for the property located within the city limits of Mobile, Alabama at 1336 Government Street Mobile Al. 36604-2008.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Rev. Wayne Miller Designee (1)	Designee (2)
grace@graceluthernanmobile.com Email	Email
251-433-2749 Phone Number	Phone Number
Deborah Milling Signature of Company Owner PRESIDENT OF CONGREGATION GRACE LUTHERAN CHURCH	Date

Outlook

Grace Lutheran Church (ZON-CUP-003506-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Fri 10/10/2025 8:59 AM
To grace@gracelutheranmobile.com <grace@gracelutheranmobile.com>
Cc Walley, Samara <samara.walley@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

2 attachments (325 KB)
Property Owner List for GLC.pdf; PZOwnerandCorporateLetterofAuthorization-Fillable.pdf;

Good Morning,

We have completed our initial review of the above-referenced Conditional Use Permit (CUP) application. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Owner Authorization A:**
   The application was signed by *Mr. Wayne Miller*; however, we are unable to verify his affiliation with Grace Lutheran Church. Please provide one of the following to satisfy this requirement:
   - An authorization letter issued by Grace Lutheran Church explicitly authorizing Mr. Miller to act on its behalf; **or**
   - Documentation confirming that Mr. Miller is an officer or authorized agent of Grace Lutheran Church.

2. **Owner Authorization B:**
   The owners of 120 Espejo Street are listed as *Ryan and Christina Swindall.* Accordingly, we will need authorization from one of the property owners, either in the form of:
   - A notarized letter explicitly authorizing Mr. Miller or Grace Lutheran Church to act on their behalf; **or**
   - A completed owner authorization form (attached).

3. **Notification Labels:**
   Notification labels must be provided for **all property owners within 300 feet** of both subject properties. The submitted document includes 22 properties, but staff's preliminary review identified at least 54 qualifying properties (see attached property owner list). Please revise and resubmit the notification labels using a standard **Avery mailing label template**, ensuring all eligible property owners are included in accordance with the applicable requirements.

4. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the

Planning and Zoning Department **by 4:30 PM on Wednesday, November 5, 2025.**
Note: If the meeting has not yet occurred, please provide at minimum:

- The **date, time, and location** of the scheduled meeting; and
- A **list of all property owners** within 300 feet of both subject sites who will receive meeting notice.

5. **Site Plan Requirements:**
   Please submit a site plan that meets all applicable requirements of **Article 10 of the Unified Development Code (pages 6–7).**
   - Aerial photographs and hand-drawn plot plans are **not acceptable.**

6. **DWG File Submission:**
   Please have your surveyor submit the **DWG AutoCAD file** for the site plan directly to our GIS staff. For your convenience, Tori has been copied on this message.

7. **Legal Descriptions:**
   Complete **legal descriptions** of both subject properties (prepared by a licensed surveyor) are required to calculate City Council advertising fees. Following the Planning Commission's recommendation, these descriptions must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please note that the application will not be considered complete until all required materials have been received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, October 20, 2025,** the application will be considered *partially complete* and placed on the agenda for the **November 20, 2025, Planning Commission** meeting. Applications not meeting this deadline will be held over until all items are received.

Important:
If the required Neighborhood Meeting documentation is not received by **November 5, 2025,** the application will be held over. A new Neighborhood Meeting may be required if the documentation does not comply with submittal deadlines.

Regards,

Logan Anderson
Principal Planner
Build Mobile
dloganander son@cityofmobile.org
(251) 208-5895

BUILDMOBILE

Outlook

Reverend Wayne Miller, Grace Lutheran Church (ZON-CUP-003506-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 11/17/2025 12:27 PM
To Craig Erdman <erdmansurveying@gmail.com>
Cc Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

1 attachment (405 KB)
Cover Sheet.pdf;

Mr. Erdman,

We have completed our review of the above-referenced Conditional Use Permit application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review**:

1. **Neighborhood Meeting Documentation:** Please fill out and sign the attached cover sheet/checklist. All other Neighborhood Meeting items are accounted for; we simply need this last sheet.

2. **Legal Description:** Will you please provide copies of the legal descriptions provided on the site plan in a Word Document? Following the Planning Commission's recommendation, these legal descriptions must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

3. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

If the application fees are paid **by noon on Wednesday, November 19, 2025**, the case will be scheduled for the **December 18, 2025, Planning Commission** agenda.

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

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

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 11-17-2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Neighborhood Meeting Date: 11-13-2025

Neighborhood Meeting Time: 5:00 PM - 6:00PM

Neighborhood Meeting Location: 1356 GOVERNMENT STREET MOBILE AL - 36604

The following documents are enclosed (place a checkmark where applicable):

- X Dated photograph(s) of the posted sign(s)
- X The verified address list of surrounding property owners to whom notification was provided
- X A copy of the notice advertising the Neighborhood Meeting
- X A sign-in sheet documenting meeting attendance
- X A written summary or minutes of the meeting
- X Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____)

Applicant's Name: Wayne Miller
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X _____ Date: 11-17-2025

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Notice of Neighborhood Meeting
Date of Notice: October 22, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Grace Lutheran Church** will be submitting to the Mobile City Planning Commission:

Conditional Use Permit approval to allow use of the property located at **120 Espejo Street** as offices and meeting rooms for Grace Lutheran Church.

The Neighborhood Meeting will be held at the following time, date, and location:

Thursday, November 13, 2025

5:00 p.m.

At Grace Lutheran Church, 1356 Government Street, Mobile, AL 36604

You are receiving this notice because your property is located within 300 feet of 120 Espejo Street and/or 1356 Government Street, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

Rev. Wayne J. Miller, Pastor

Mrs. Deborah Milling, Congregational President

Grace Lutheran Church
1356 Government Street
Mobile, AL 36604
grace@gracelutheranmobile.com


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Conditional Use Permit
Applicant: Grace Lutheran Church
Phone#: 251-433-2749
Meeting Date: November 13, 2025
Meeting Time: 5:00 pm
Meeting Location: Grace Lutheran
1356 Government St. Mobile, AL 36604


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Conditional Use Permit
Applicant: Grace Lutheran Church
Phone#: 251-433-2749
Meeting Date: November 13, 2025
Meeting Time: 5:00 pm
Meeting Location: Grace Lutheran
1356 Government St. Mobile, AL 36604

NAME	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STAT	MAIL_ZIP
ACLM LLC	PO BOX 6752		MOBILE	AL	36660
ALLEN ROBERT SPENCER JR	79 S LAFAYETTE ST		MOBILE	AL	36604
ANTHONY D DARRELL & DEBORAH G	1212 GOVERNMENT ST		MOBILE	AL	36604
ARNOLD KARRIE & DEVEN ARNOLD	108 BRADFORD AVE		MOBILE	AL	36604
BISHOP MURPHY D II	1410 GOVERNMENT ST		MOBILE	AL	36604
BLACKWELL CARTLEDGE WEEDEN III	107 BREADFORD AVE		MOBILE	AL	36604
BLACKWELL CLARENCE VERNON JR	1408 CONTI ST		MOBILE	AL	36604
BROGAUX PROPERTIES LLC	2424 RIDGE RD	C/O KE ANDREWS	ROCKWALL	TX	75087
CHURCH HILL LLC	504 HIGHLAND WOODS DR W		MOBILE	AL	36608
COSTA LISA HYLTON	117 PARKER ST		MOBILE	AL	36604
DEES LAUREN LEIGH	118 PARKER ST		MOBILE	AL	36604
DEMOUY MARTIN JR	107 ESPEJO ST		MOBILE	AL	36604
DEMPSEY SONDRA	261 N JACKSON ST		MOBILE	AL	36603
FIRST LIGHT COMMUNITY OF MOBILE, INC	151 S ANN ST		MOBILE	AL	36604
GACA COMMERCIAL HOLDINGS ALABAMA LLC	1990 LAKESIDE PKWY STE 300		TUCKER	GA	30084
GOVERNMENT HOUSE APARTMENTS LLC LL INTERESTS MOBILE 01 LLC	250 CONGRESS ST		MOBILE	AL	36603
GRACE EVANGELICAL LUTHERAN	1356 GOVERNMENT ST		MOBILE	AL	36604
GUGGENBILLER KARL A & CONNIE C GUGGENBILLER	123 PARKER ST		MOBILE	AL	36604
HAMILTON MARTHA PILLANS C/O PALMER HAMILTON	11 N WATER STE 1200		MOBILE	AL	36602
HUA HANH PHUC & RODMESIA CLARKE	114 PARKER ST		MOBILE	AL	36604
HUNTER CLOVECE & VALERIA	108 PARKER ST		MOBILE	AL	36604
ISAAC NATALIE & DARRIN SCOTT ISAAC	114 ESPEJO ST		MOBILE	AL	36604
KCLS LLC	3207 MAGNOLIA ST STE 100		PASCAGOULA	MS	39567
KEGLEY KARLENE	73 LAFAYETTE ST S		MOBILE	AL	36604
LIVING WORD CHRISTIAN CENTER	1401 GOVERNMENT ST		MOBILE	AL	36604
MA FOODMART 1 LLC	1363 GOVERNMENT ST		MOBILE	AL	36604
MCCOY STEPHEN E C/O WALGREEN REAL ESTATE TAX DEPT	PO BOX 1159		DEERFIELD	IL	60015
MCDONALD COURTNEY GENE	75 LAFAYETTE ST S		MOBILE	AL	36604
MCDONALD HELEN DENISE	65 S LAFAYETTE ST		MOBILE	AL	36604
MCINTYRE LENNA LESTER & DAVID ERNEST MCINTYRE	116 ESPEJO ST		MOBILE	AL	36604
MEEKS JOSEPH THADDIS JR	5404 SPRING DRIVE		MOBILE	AL	36693
MINOR GEORGIA ANN	2053 OLD SHELL RD		MOBILE	AL	36607
MITCHELL SILVERSTEIN, INC	PO BOX 2947		MOBILE	AL	36652
MIXON KYLE & DEBORAH	71 S LAFAYETTE ST		MOBILE	AL	36604
MONTGOMERY SUZANNE E	18172 S SECTION ST APT 4702		FAIRHOPE	AL	36532
PADGETT JOAN LANIER & WILLIAM CLINTON PADGETT	107 PARKER ST		MOBILE	AL	36604
PATTON ANNE M	1363 DAUPHIN ST		MOBILE	AL	36604
PELLETIER DANIEL	106 BRADFORD AVE		MOBILE	AL	36604
QUINSEY SAUNDRA	PO BOX 91067		MOBILE	AL	36691
RBC CENTURA BANK C/O INVOKE TAX PARTNERS	PO BOX 850		AURORA	OH	44202
REAL PROPERTY HOLDINGS LLC	6158 LOUISE PL W		MOBILE	AL	36609
ROGERS DARI L	1362 CONTI ST		MOBILE	AL	36604
ROMERO LENNA L	116 ESPEJO ST		MOBILE	AL	36604
SERVOLD KARI PETERSON	116 N LAFAYETTE ST		MOBILE	AL	36604
SMITH JEANNE D	110 ESPEJO ST		MOBILE	AL	36604
SMITH JOSHUA & JENNIFER	108 ESPEJO ST		MOBILE	AL	36604
STICKLER MARY JANE	646 KITFOX AVE		FAIRHOPE	AL	36532
SWINDALL RYAN HALL & CHRISTINA LOUP SWINDALL	109 GEORGIA ST S		MOBILE	AL	36604
TRESTLE LLC	PO BOX 6845		MOBILE	AL	36660
WATERS LESLIE M	105 ESPEJO ST		MOBILE	AL	36604
WEAVER WILLIE MAE C/O CHRISTOPHER WEAVER	110 PARKER ST		MOBILE	AL	36604
WELDY JOSEPH ALAN	116 PARKER ST		MOBILE	AL	36604
WILSON JEREMY R	69 S LAFAYETTE ST		MOBILE	AL	36604
WILSON ROBERT A & PRUDENCE M WILSON 1/2 INT UNDIV & ELIZABETH T WILSON 1/2 INT UNDIV	3750 WINFORD RD		MOBILE	AL	36619

Public Meeting

Conditional Use Permit

For

120 Espejo Street



Date: November 13, 2025

Time: 5:00 pm

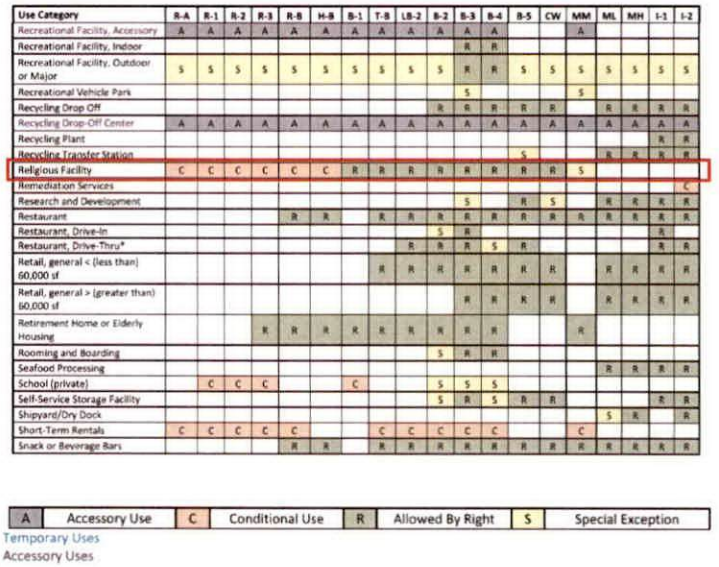
Location: Grace Lutheran Church

1356 Government Street

Mobile Alabama 36604

Purpose

Obtain a Conditional Use Permit for the house located at 120 Espejo street. Currently the property is zoned as R-1: Single Family Residential. The conditional use permit will allow the use of a Religious Facility at the property. The City of Mobile requires a conditional use permit issued for a religious facility within a R-1 zoned area.



Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Recreational Facility, Accessory	A	A	A	A	A	A	A	A	A	A	A	A			A				
Recreational Facility, Indoor											R	R							
Recreational Facility, Outdoor or Major	S	S	S	S	S	S	S	S	S	S	R	R	S	S	S	S	S	S	S
Recreational Vehicle Park											S				S				
Recycling Drop Off										R	R	R	R	R		R	R	R	R
Recycling Drop-Off Center	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Recycling Plant																		R	R
Recycling Transfer Station													S			R	R	R	R
Religious Facility	C	C	C	C	C	C	R	R	R	R	R	R	R	R	S				
Remediation Services																			C
Research and Development											S		R	S		R	R	R	R
Restaurant					R	R		R	R	R	R	R	R	R	R	R	R	R	R
Restaurant, Drive-In										S	R							R	
Restaurant, Drive-Thru*									R	R	R	S	R					R	R
Retail, general < (less than) 60,000 sf								R	R	R	R	R	R	R		R	R	R	R
Retail, general > (greater than) 60,000 sf											R	R	R	R		R	R	R	R
Retirement Home or Elderly Housing				R	R	R	R	R	R	R	R	R			R				
Rooming and Boarding										S	R	R							
Seafood Processing																R	R	R	R
School (private)		C	C	C			C			S	S	S							
Self-Service Storage Facility										S	R	S	R	R				R	R
Shipyard/Dry Dock																S	R		R
Short-Term Rentals	C	C	C	C	C			C	C	C	C	C			C				
Snack or Beverage Bars					R	R		R	R	R	R	R	R	R	R	R	R	R	R

A	Accessory Use	C	Conditional Use	R	Allowed By Right	S	Special Exception

Temporary Uses
Accessory Uses

Figure 1:Table 64-2-24.1 Use Table from the Mobile Unified Development Code.

Proposed Improvements

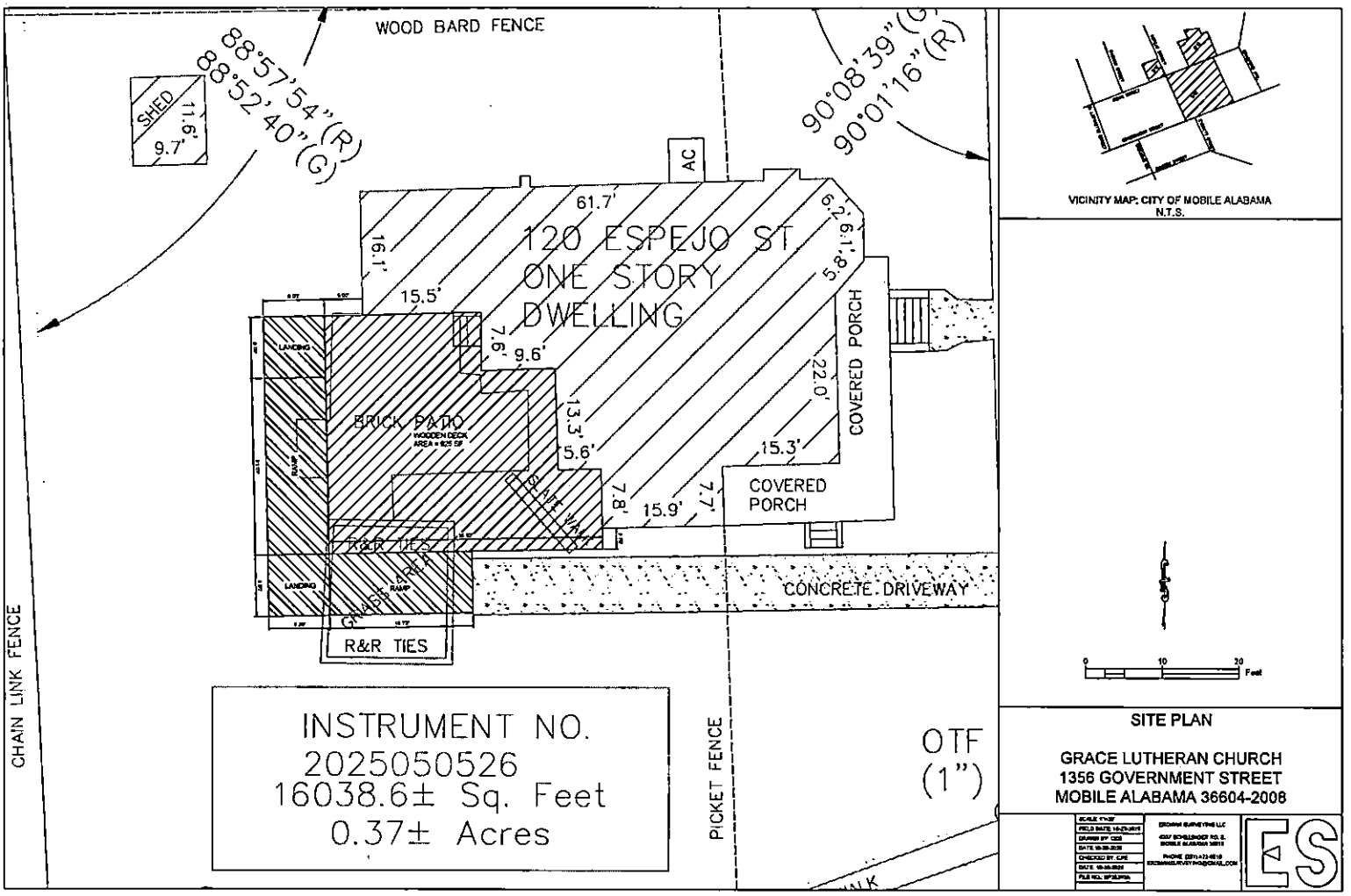
- **Deck /handicap ramp** – The deck is proposed to be a wooden deck with a handicap ramp to allow access to the building.
- **New Paint** – The house will be painted with the same color scheme as previously established.

Questions/Comments/Concerns

If you have additional questions, comments or concerns about the Conditional Use Permit after his meeting please reach out to:

Grace Lutheran Church
1356 Government Street
Mobile, AL 36604

Phone: 251-433-2749
Email: grace@gracelutheranmobile.com


WOOD BARD FENCE
88°57'54"(R)
88°52'40"(G)
90°08'39"(G)
90°01'16"(R)
SHED
11.6'
9.7'
AC
120 ESPEJO ST
ONE STORY
DWELLING
61.7'
16.1'
15.5'
6.2'
5.8'
7.6'
9.6'
13.3'
5.6'
22.0'
COVERED PORCH
15.3'
7.8'
15.9'
7.7'
COVERED
PORCH
BRICK PATIO
WOODEN DECK
AREA = 625 SF
LANDING
RAMP
R&R TIES
CONCRETE DRIVEWAY
CHAIN LINK FENCE
PICKET FENCE
INSTRUMENT NO.
2025050526
16038.6± Sq. Feet
0.37± Acres
OTF
(1")
VICINITY MAP: CITY OF MOBILE ALABAMA
N.T.S.
0
10
20
Feet
SITE PLAN
GRACE LUTHERAN CHURCH
1356 GOVERNMENT STREET
MOBILE ALABAMA 36604-2008

Neighborhood Meeting
120 Espejo Street
Mobile, AL 36604
City of Mobile
Conditional Use Permit
November 13, 2025

Neighborhood Meeting Minutes

The meeting was called to order on November 13, 2025 at 5:00 pm. The meeting was held at Grace Lutheran Church, located adjacent to the property requesting the Conditional Use Permit. Those in attendance can be seen on the sign-in sheet.

Specifically, the Applicant (President and Pastor of the Church), Surveyor, Engineer, and church Secretary were in attendance to address any questions or concerns about the Conditional Use Permit and the development of the property.

A handout was provided to those in attendance to help facilitate any questions and comments and provide an aid for discussion. Also, contact information was provided in the handout if additional questions/concerns arise after the Neighborhood Meeting.

No questions about the development were voiced by those in attendance. Those in attendance voiced approval of the development and provided positive feedback regarding the use of the property.

The meeting was held for one (1) hour and the meeting was closed at 6:00 pm.

Public Meeting Sign-In Sheet
November 13, 2025

120 Espejo Street
Mobile, AL 36604

Grace Lutheran Church
Mobile, AL

Name	Address	Phone (Optional)	Email (Optional)	Affiliation (Optional)
PHILLIP ERDMAN	4600 WHITNEY WOODS DR	251-243-6470	PHILLERDMAN@YAHOO.COM	ENGINEER - GRACE LUTHERAN
Craig Erdman	4337 Schillinger Rd S	251-422-6510		Surveyor
Jan Tanner	265 PARK AVE	251-232-9011	jantannerdisland@gmail	Member
MARTHA WEBB	350 S. GEORGIA AVE	27.423.7783	marthahwebb@aol.com	MEMBER
Ben Grigsby	118 Parker ST	2716541431		Member
LAUREN BARNESBY	118 PARKER ST	251-465-0115		NEIGHBOR
Wayne J. Miller				Pastor
Deborah Milling	1655 Ashmoor Dr. E	2516963624	dazlredz@gmail.com	President of Grace
Mary Erdman	4337 Schillinger Rd S.	251-591-2672	maryaerdman@gmail	

PROPERTY DESCRIPTION:

Resolution from Client

Parcel A

Beginning at a point on the North line of Government Street, and running thence Eastwardly along the North line of Government Street 232 feet 8 inches more or less, to the West line of property of Mamie H. Turner, thence Northwardly and parallel with Bradford Avenue, formerly New Street, and along the West line of said property of Turner, to a point on the South side of Conti Street, thence Westwardly along the South side of Conti Street 226 feet 6 inches more or less, to a point which is 45 feet Eastwardly from the Southeast corner of Conti and Espejo Streets, thence Southwardly and parallel with Espejo Street to the place of beginning, said property being bounded on the North by Conti Street, on the East by property of Mamie H. Turner, on the South by Government Street, and on the West by property belonging to the Estate of Joseph N. McAleer, and the Estate of Dennis Cashin.

Real Property book 925 Page 487

From the Southeast intersection of Conti and Espejo Streets, run Eastwardly along the South line of Conti Street 45 feet to a point; thence run Southwardly and parallel with Espejo Street 140 feet more or less, to the North line of property conveyed by Bertha Weber and husband to Edward M. Barr and Janice W. Barr by deed dated 31st December 1953 and recorded in Deed Book 604, Page 180 of the records in the Office of the Judge of Probate, Mobile County, Alabama, which point is 12o feet Northwardly from the North line of Government Street; thence run Westwardly along the North line of said Barr property 45 feet to a point on the East line of Espejo Street 120 feet North of the North line of Government Street; thence run Northwardly along the East line of Espejo Street 140 feet more or less, to the place of beginning.

Real Property Book 3688 Page 695

Commencing at the Northeast corner of Government and Espejo Streets, thence running Eastwardly 45 feet on Government Street to a point, thence running Northwardly parallel with Espejo Street 120 feet to a point; thence running Westwardly 43 feet 9 inches to the East line of Espejo Street; thence Southwardly 120 feet to the point of beginning, being in block 1083 of the City of Mobile, Lot 1, Mobile County, Alabama.

Real Property Book 3515 Page 041

Lot Number 3 in Square 1 of the Etheridge Tract; said lot having a front of 52 feet 6 inches on the North side of Conti Street, with a depth of 110 feet, with the same width in rear as in front; said Square 1 is bounded on the North by Brown Street; East by Bradford Avenue (formerly

New Street); South by Conti Street and West by Espejo Street; all in accordance with the map of said subdivision; recorded in Map Book 1, Page 1 of the Probate court Records of Mobile County, Alabama.

Real Property Book 2809 Page 648

That certain lot of land on the North side of Conti Street between Espejo and New Streets, known as lot number four in square number one of the Etheridge Tract, having a front of fifty-two and sic-twelfths feet on Conti Street and a depth Northwardly of one hundred and ten feet, being the same property acquired by Harriet and Manuel Minor from W. s. Lewis in 1886 by deed recorded in Mobile in Deed book 52 N.S. page 626.

Real Property Book 210 Page 699

Lot 5, in Square 1 of the Etheridge Tract as per map thereof made by D.M.N. ross, County Surveyor, dated April 15, 1878, said lot being more particularly described as follows: Beginning at a point on the North line of Conti Street 227.5' East of the Northeast corner of Conti and Espejo Streets and run thence East along the North line of Conti Street a distance of 52 feet 6 inches to a point; thence run North and at right angle to Conti Street a distance of 110 feet to a point; thence run West and parallel with the North line of Conti Street a distance of 52 feet 6 inches to a point; thence run South a distance of 110 feet to the North line of Conti Street and the point of beginning.

Parcel R022910223001039.001 Key# 01962353

That certain parcel of land lying North and contiguous to Lots 4 and 5 in Square No. 1 of the Etheridge Tract, beginning at the Northwest corner of said Lot 4, thence running East along the said Northline of Lots 4 & 5 67 feet more or less, to a point, thence running Northeast a distance of 10 feet more or less, to a point being the Northeast corner of Lot 25 of Etheridge Tract, thence running Westwardly along the North line of said lot 25 a distance of 75 feet more or less, to a point, thence run Southwardly along a extended line between Lots 3 & 4 a distance of 40 feet more or less to the Northwest corner of Lot 4 and the point of beginning. Said parcel herein described being the Easterly most part of Lot 25 in Square No. 1 of the Etheridge Tract.

Insturment Number 2025050526

Beginning at an iron pipe at the Northwest corner of Conti and Espejo Streets, thence Northwardly along the West line of Espejo Street, a distance of 108 feet to an iron pipe; thence with an interior angle to the right of 90 degrees 01 minutes 16 seconds, run Westwardly a distance of 125.8 feet to an iron pipe; thence with an interior angle to the right of 88 degrees 57 minutes 54 seconds, run Southwardly a distance of 149.2 feet to an iron pipe on the Northline of Conti Street; thence with an interior angle to the right of 72 degrees 32 minutes 50 seconds

run Northeastwardly along said North line a distance of 129.85 feet to the point of beginning, being the same property recorded in Real Property Book 1754, Page 279, Probate Court records of Mobile County, Alabama.

Conditional Use Permit Description and Justification

The 120 Espejo Street residential home (caddy corner to Grace Lutheran Church on the northwest corner of Conti and Espejo) under a conditional use permit will be used by Grace Lutheran Church for private offices for the pastor and administration. The house will also be used as a meeting space for small group bible studies and board meetings. The home is approximately 2000 square feet. The house will only have 2 employees (Pastor and Secretary) and might see 10-15 members weekly. The hours of operation will be Monday through Thursday, 10:00 am - 4:00 pm and Sundays from 9:00 am - 12:00 noon.

Grace Lutheran Church has adequate parking already established on their church property. No additional parking or driveway space will be needed. Traffic flow will not be affected. Grace Lutheran Church desires to retain and restore this historical home in the Old Dauphin Way historical district and will comply with all ADA and city requirements. Grace Lutheran Church is the first and oldest Lutheran Church in the State of Alabama. For 158 years, Grace has served the city of Mobile and her surrounding communities. This home will better help us serve the neighborhood in contributing to safety and security as well as being a positive presence for our neighbors.

Inst. # 2025050526 Pages: 1 of 2 I certify this instrument filed on: 8/19/2025 4:15 PM
Doc: D C. Mark Erwin, Judge of Probate Mobile County, AL Rec: $18.00 DeedTx: $24 MinTx $0.00
Clerk: BTOWLER ERecorded

ATC27967

STATE OF ALABAMA

COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **RYAN HALL SWINDALL** and **CHRISTINA LOUP SWINDALL,** husband and wife, the **GRANTORS,** for and in consideration of the sum of **TWO HUNDRED FORTY ONE THOUSAND AND 00/100 DOLLARS ($241,000.00)** and other good and valuable consideration hereby acknowledged to have been paid to the said **GRANTORS** by **GRACE LUTHERAN CHURCH,** the **GRANTEE,** do hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said **GRANTEE,** subject to the provisions hereinafter contained, all that real property in said County, State of Alabama described as follows, to-wit:

Beginning at an iron pipe at the Northwest corner of Conti and Espejo Streets, thence Northwardly along the West line of Espejo Street, a distance of 108 feet to an iron pipe; thence with an interior angle to the right of 90 degrees 01 minutes 16 seconds, run Westwardly a distance of 125.8 feet to an iron pipe; thence with an interior angle to the right of 88 degrees 57 minutes 54 seconds, run Southwardly a distance of 149.2 feet to an iron pipe on the North line of Conti Street; thence with an interior angle to the right of 72 degrees 32 minutes 50 seconds run Northeastwardly along said North line a distance of 129.85 feet to the point of beginning, being the same property recorded in Real Property Book 1754, Page 279, Probate Court records of Mobile County, Alabama.

Commonly known as: 120 Espejo Street, Mobile, AL 36604

THIS CONVEYANCE AND THE WARRANTIES HEREUNDER ARE SUBJECT TO THE FOLLOWING:

1. Any and all reservations, restrictions, easements, right of ways, covenants and/or encumbrances which may appear of record in the Probate Court Records.
2. Building setback lines, drainage and utility easements and restrictions as shown on the recorded plat of said subdivision.
3. Any portion of the subject property which may lie with in the right of way of Espejo Street.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; **TO HAVE AND TO HOLD** unto the said **GRANTEE,** and to the successors and assigns of said **GRANTEE,** in fee simple, **FOREVER.**

AND, except as to the above and taxes hereafter falling due, which are assumed by the **GRANTEE,** the **GRANTORS,** for **GRANTORS** and for the heirs and assigns of

GRANTORS, do hereby **COVENANT AND WARRANT** to and with the **GRANTEE**, and the successors and assigns of said **GRANTEE**, that **GRANTORS** are seized of an indefeasible estate in fee simple in and to said real property, and have a good and lawful right to sell and convey the same; that **GRANTORS** are in quiet and peaceable possession thereof; and that said real property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and **GRANTORS** do hereby **WARRANT AND WILL FOREVER DEFEND** the title to said real property, and the possession thereof, unto the said **GRANTEE**, and the successors and assigns of said **GRANTEE**, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, GRANTORS have set their hands and seals on this the 18 day of August, **2025.**

Ryan Hall Swindall
RYAN HALL SWINDALL

Christina Loup Swindall
CHRISTINA LOUP SWINDAL

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **RYAN HALL SWINDALL** and **CHRISTINA LOUP SWINDAL** who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the same day this bears date.

Given under my hand and seal on this 18 day of August, **2025.**

TROY M WILLIAMSON NOTARY PUBLIC ALABAMA STATE AT LARGE

NOTARY PUBLIC
My Commission Expires: 1/11/26

This instrument prepared by
Leigh L. Pipkin, Esquire
Pipkin & Associates, LLC
3173-B Dauphin Street
Mobile, AL 36606
(251) 478-9800

Grantors' Mailing Address:
109 S Georgia Ave
Mobile, AL 36604

Grantee's Mailing Address:
1356 Government St.
Mobile, AL 36604

Notice of Neighborhood Meeting
Date of Notice: October 10, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Grace Lutheran Church** will be submitting to the Mobile City Planning Commission:

Conditional Use Permit approval to allow use of the property located at **120 Espejo Street** as offices and meeting rooms for Grace Lutheran Church.

The Neighborhood Meeting will be held at the following time, date, and location:

Tuesday, October 28, 2025

5:00 p.m.

At Grace Lutheran Church, 1356 Government Street, Mobile, AL 36604

You are receiving this notice because your property is located within 300 feet of 120 Espejo Street, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

Rev. Wayne J. Miller

Rev. Wayne J. Miller, Pastor

Mrs Deborah Milling

Mrs. Deborah Milling, Congregational President

Grace Lutheran Church
1356 Government Street
Mobile, AL 36604
grace@gracelutheranmobile.com

BISHOP MURPHY D II
1410 GOVERNMENT ST
MOBILE, AL 36604

ROGERS DARI L
1362 CONTI ST
MOBILE, AL 36604

SMITH JEANNE D
110 ESPEJO ST
MOBILE,AL 36604

MINOR GEORGIA ANN
2053 OLD SHELL RD
MOBILE, AL 36607

MCINTYRE LENNA LESTER & DAVID ERNEST MCINTYRE
116 ESPEJO ST
MOBILE, AL 36604

GUGGENBILLER KARL A & CONNIE C GUGGENBILLER
123 PARKER ST,
MOBILE, AL 36604

PATTON ANNE M
1363 DAUPHIN ST.
MOBILE, AL 36604

COSTA LISA HYLTON
117 PARKER ST
MOBILE, AL 36604

HUA HANH PHUC & RODMESIA CLARKE
114 PARKER ST,
MOBILE AL 36604

WELDY JOSEPH ALAN
116 PARKER ST
MOBILE, AL 36604

DEES LAUREN LEIGH
118 PARKER ST
MOBILE, AL 36604

GRACE EVANGELICAL LUTHERAN
1356 GOVERNMENT ST.
MOBILE, AL 36604

ROMERO LENNA L
116 ESPEJO ST.
MOBILE, AL 36604

MEEKS JOSEPH THADDIS JR
5404 SPRING DRIVE
MOBILE, AL 36693

ISAAC NATALIE & DARRIN SCOTT ISAAC
114 ESPEJO ST.
MOBILE, AL 36604

SWINDALL RYAN HALL & CHRISTINA LOUP SWINDALL
109 GEORGIA ST S
MOBILE, AL 36604

STICKLER MARY JANE
646 KITFOX AVE
FAIRHOPE, AL 36532

CHURCH HILL LLC
504 HIGHLAND WOODS DR W
MOBILE, AL 36608

WILSON ROBERT A & PRUDENCE M WILSON
& ELIZABETH T WILSON
3750 WINFORD RD
MOBILE, AL 36619

RBC CENTURA BANK C/O INVOKE TAX PARTNERS
PO BOX 850
AURORA, OH 44202

ANTHONY D DARRELL & DEBORAH G
1212 GOVERNMENT ST
MOBILE, AL 36604

BLACKWELL CLARENCE VERNON JR
1408 CONTI ST. MOBILE, AL 36604

DEMPSEY SONDRA
261 N JACKSON ST
MOBILE, AL 36603

ACLM LLC
P.O. BOX 6752
MOBILE AL. 36660

ALLEN ROBET SPENCER JR
79 SOUTH LAFAYETE STREET
MOBILE 36604

ANTHONY D DARRELL & DEBORAH G
1212 GOVERNMENT STREET
MOBILE AL. 36604

ARNOLD KARRIE & DEVEN
108 BRADFORD AVE.
MOBILE AL. 36604

BISHOP MURRPHY D II
1410 GOVERNMENT STREET
MOBILE AL. 36604

BLACKWELL CARTLEDGE WEEDEN III
107 BREADFORD AVE.
MOBILE AL. 36604

BLACKWELL CLARENCE VERNON JR.
1408 CONTI DTREET
MOBILE AL. 36604

BROGAUX PROPERTIES LLC
C/O KE ANDREWS
2424 RIDGE ROAD
ROCKWALL TX. 75087

CHURCH HILL LLC
504 HIGHLAND WOODS DRIVE WEST
MOBILE AL. 36608

COSTA LISA HYLTON
117 PARKER STREET
MOBILE AL. 36604

DEES LAUREN LEIGH
118 PARKER STREET
MOBILE AL. 36604

DEMOUY MARTIN JR.
107 ESPEJO STREET
MOBILE AL. 36604

DEMPSEY SONDRA
261 NORTH JACKSON STREET
MOBILE AL. 36603

FIRST LIGHT COMMUNITY OF MOBILE INC.
151 SOUTH ANN STREET
MOBILE AL. 36604

GACA COMMERCIAL HOLDINGS
ALABAMA LLC
1990 LAKESIDE PARKWAY STE 300
TUCKER GA. 30084

GOVERNMENT HOUSE APARTMENTS
LLC LL INTERSTS MOBILE 01 LLC
250 CONGRESS STREET
MOBILE AL. 36603

GRACE EVANGELICAL LUTHERAN CHURCH
1536 GOVERNMENT STREET
MOBILE AL. 36604

GUGGOMBILLER KARL & CONNIE C.
123 PARKER STREET
MOBILE AL. 36604

HAMILTON MARTHA PILLANS
C/O PALMER HAMILTON
11 NORTH WATER STREET STE 1200
MOBILE AL. 36602

HUA HANH PHUC & RODMESIA CLARKE
114 PARKER STREET
MOBILE AL 36604

HUNTER CLOVECE & VALERIA
108 PARKER STREET
MOBILE AL. 36604

ISAAC NATALIE & DARRIN SCOTT ISAAC
114 ESPEJO STREET
MOBILE AL. 36604

KCLS LLC
3207 MAGNOLIA STREET STE 100
PASCAGOULA MS. 39567

KEGLEY KARLENE
74 SOUTH LAFAYETTE STREET
MOBILE AL. 36604

LIVING WORD CHRISTIAN CENTER
1401 GOVERNMENT STREET
MOBILE AL. 36604

MA FOODMART 1 LLC
1363 GOVERNMENT STREET
MOBILE AL. 36604

MCCOY STEPHEN E
C/O WALGREEN REAL ESTATE TAX DEPT
P.O. BOX 1159
DEERFIELD IL 60015

MCDONALD COURTNEY GENE
75 SOUTH LAFAYETTE STREET
MOBILE AL. 36604

MCDONALD HELEN DENISE
65 SOUTH LAFAYETTE STREET
MOBILE AL. 36604

MCINTYRE LENNA LESTER & DAVID E.
116 ESPEJO STREET
MOBILE AL. 36604

Agenda Item # 11

ZON-CUP-003506-2025

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

Applicant Materials for Consideration – Conditional Use Permit

DETAILS

Location:
1356 Government Street & 120 Espejo Street

Applicant /Agent:
Reverand Wayne Miller, Grace Lutheran Church

Property Owners:
Grace Lutheran Church

Current Zoning:
R-1, Single-Family Residential Urban District

Future Land Use:
Traditional Corridor and Mixed Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space.

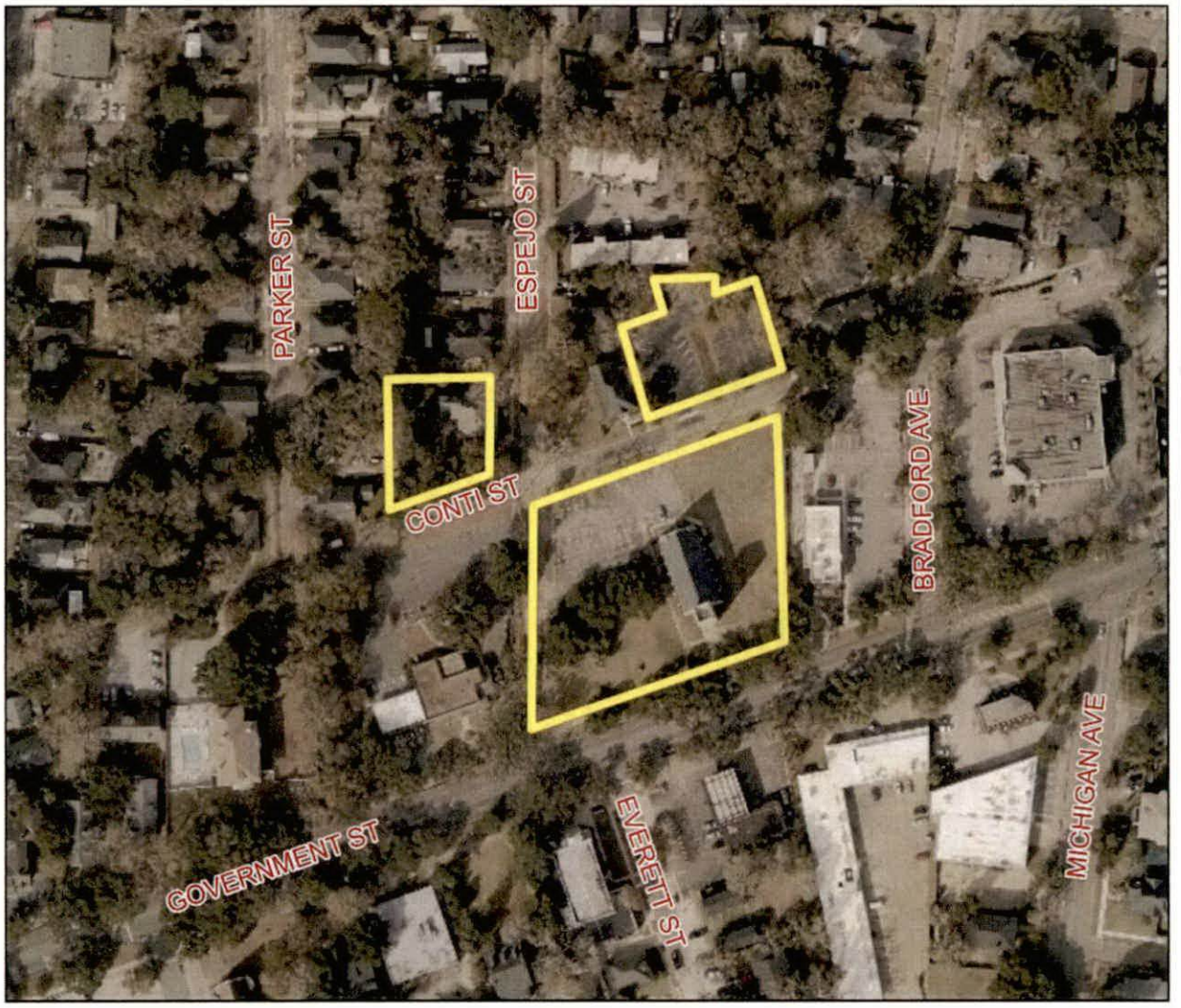
Commission Considerations:

1. Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space with seven (7) conditions

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

N

NTS

SITE HISTORY

The subject site was annexed into the City in 1889.

With the adoption of the Zoning Ordinance in 1967, the main church site was assigned a B-1, Buffer Business District, and R-1, Single-Family Residential zoning classification. The off-site parking lot and the proposed office/meeting space site were also assigned R-1 zoning classifications.

In 1991, the Planning Commission granted Planning Approval to allow the off-site paved parking lot with landscaping.

There have been several cases before the Board of Zoning Adjustment associated with portions of the three properties. In November 1953, Side and Rear Yard Variances were approved to permit the construction of an addition to the existing building to come 3'-2" off the side property line for the lot at the Northeast corner of Government Street and Espejo Street.

In February 1955, the same lot was the subject of a Front Yard Variance to permit construction of an addition to the existing residence, but that request was denied.

In January 1962, a Use Variance was requested to allow the use of a portion of a house at 1360 Conti Street for a ceramics studio. That site is now the Western-most of the three (3) lots on what is now the off-site parking area for the church on the North side of Conti Street. That request was denied.

In June 1962, a Use Variance was requested for the same site to allow the use of the house as a ceramics studio and two (2) apartments. That request was also denied.

In May 1963, the same request as the January 1962 Use Variance was again requested and approved.

In November 1973, a Use Variance was requested to allow an insurance company at the Northwest corner of Conti Street and Espejo Street, but was denied.

In May 1984, a Rear Yard Variance was approved for the main church site to allow a fellowship hall and gymnasium.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

Although the International Residential Code (IRC) functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or

community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the International Fire Code, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The applicant is requesting a Conditional Use Permit to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

The applicant, Grace Lutheran Church, owns three (3) separate sites: the main sanctuary site with on-site parking; an off-site parking lot; and an off-site single-family dwelling. The single-family dwelling is proposed to be used for offices and meeting space. Since it is zoned R-1, Single-Family Residential Urban District, the proposed use must be granted via a Conditional Use Permit. No changes are proposed for the main sanctuary site or the off-site parking lot. An ADA-compliant ramp leading to a deck at the rear entry is proposed for the single-family dwelling.

The hours of operation are stated to be Monday – Thursday, 10:00 AM to 4:00 PM, and Sundays 9:00 AM to 12:00 noon. Two (2) employees are proposed, and, other than the office space, the dwelling will only be used for small Bible studies and board meetings. As the church has parking space available in both the on-site and off-site parking areas, no additional parking requirements would be necessitated by this request.

Though the proposed use should have minimal impact on the adjacent residential uses, a six-foot (6') high privacy fence should be required along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback. This should be indicated on a revised site plan.

It should be noted that, if approved, any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council. This information should be provided as a note on the revised site plan.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and

4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

1) Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2) Use limited to office and small group meetings;
3) Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4) Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5) Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6) Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE December 18, 2025

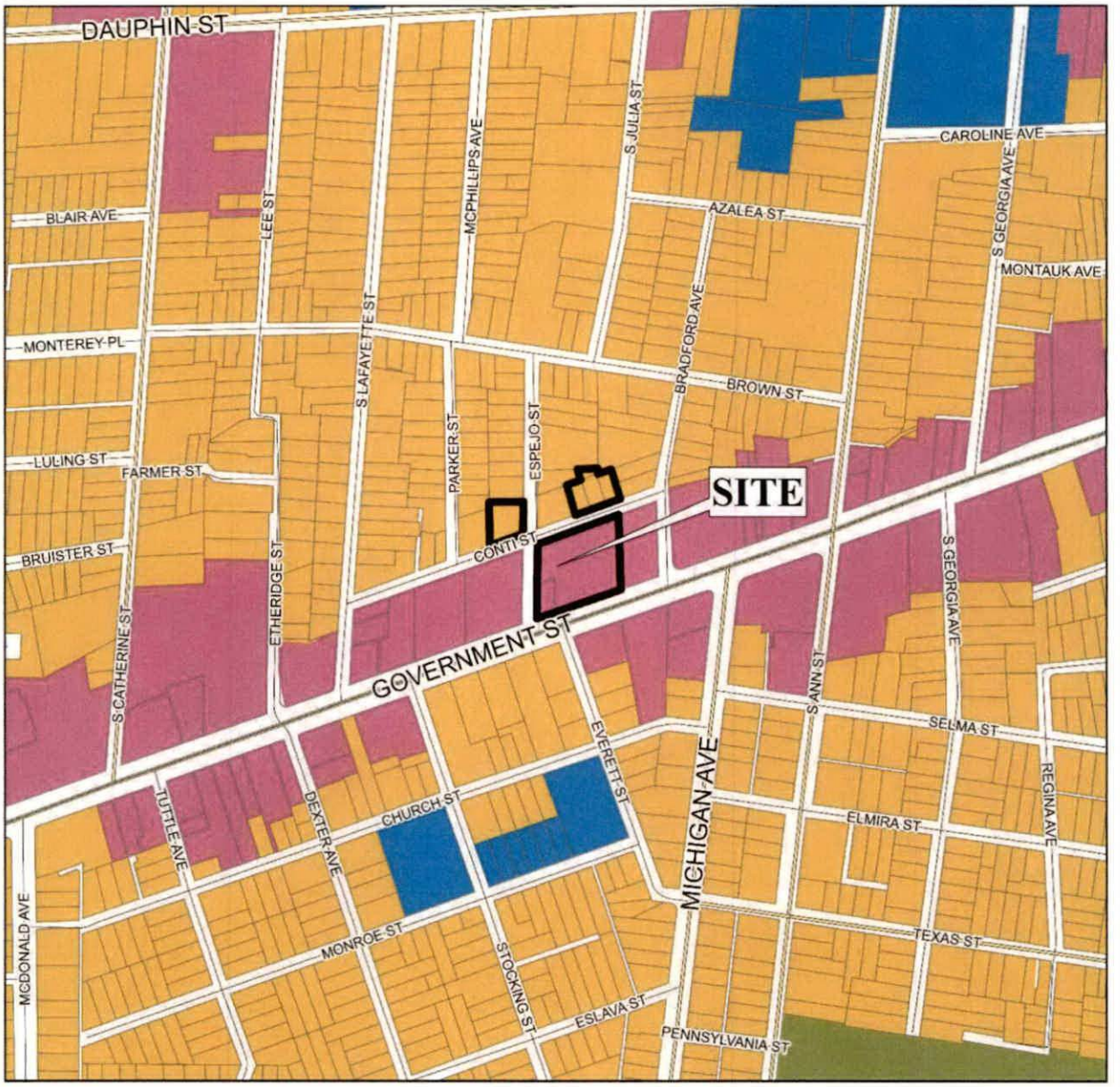
APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

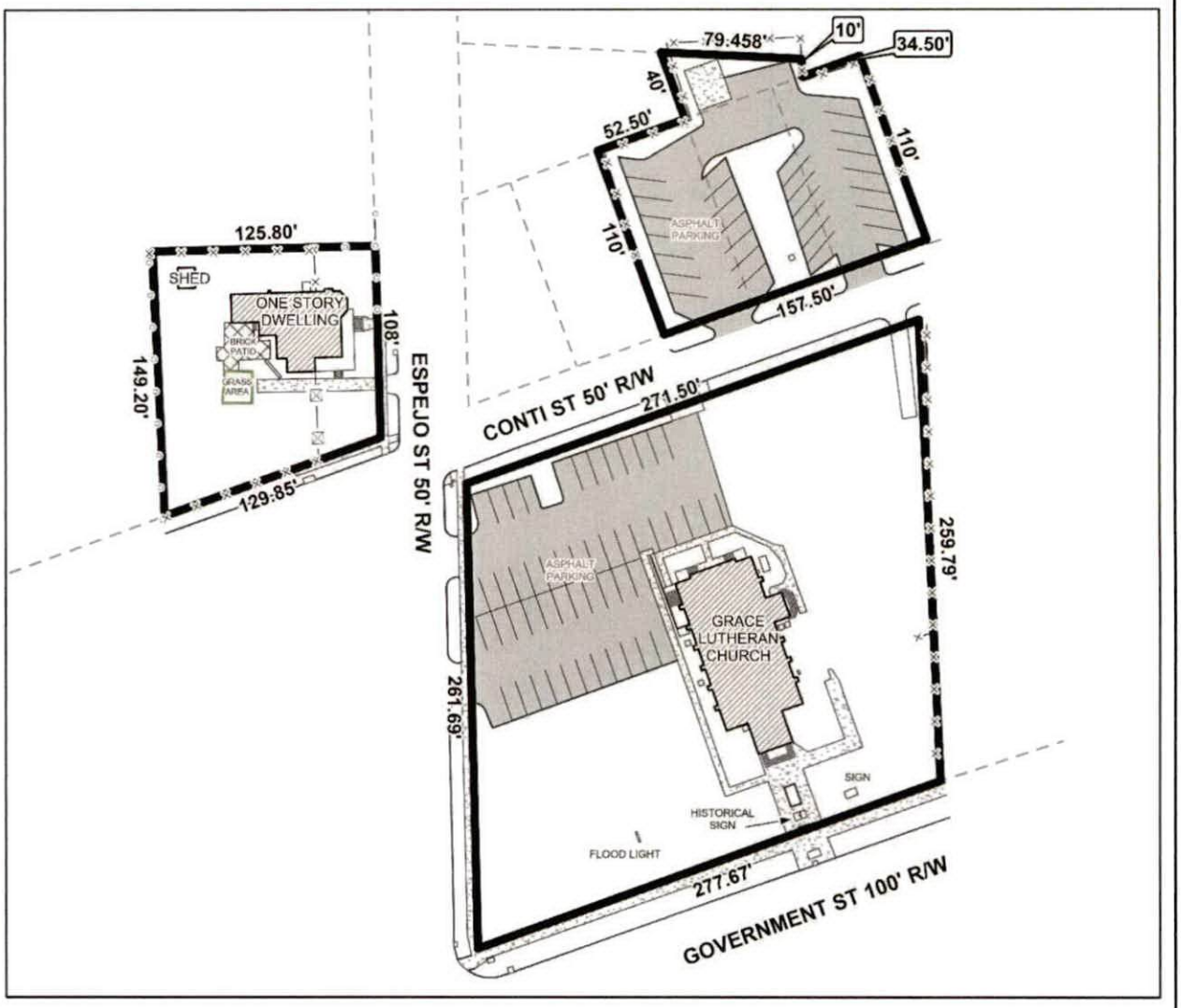
REQUEST Conditional Use Permit

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

N

NTS

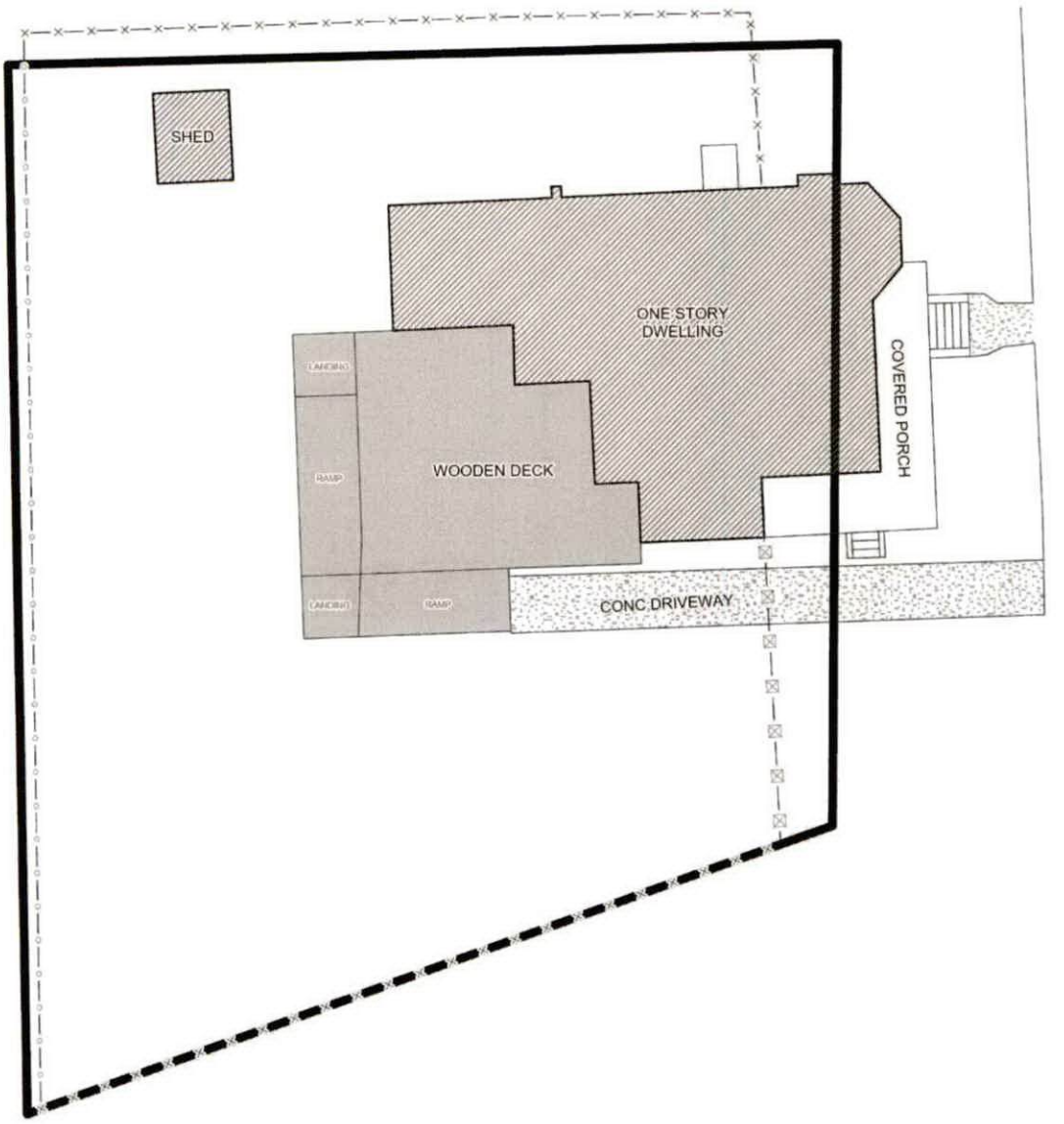
SITE PLAN



The site plan illustrates existing buildings, parking, and drives.

APPLICATION NUMBER 11 DATE December 18, 2025 APPLICANT Reverend Wayne Miller, Grace Lutheran Church REQUEST Conditional Use Permit	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

MIXED DENSITY RESIDENTIAL (MDR)

This designation applies mostly to residential areas located between Downtown and I-65, where the predominant character is that of a traditional neighborhood laid out on an urban street grid. These areas should offer a variety of residential types in a compact pattern at the scale of a single family neighborhood. They typically have a walkable block pattern with integrated neighborhood amenities such as parks and schools. Small office, commercial, and civic uses may also exist in these areas near major thoroughfares. Residential density ranges between 6 and 30 dwelling units per acre (du/ac) depending on the mix, types, and locations of the housing as specified by zoning.

Development Intent

- Continue historic preservation efforts to maintain the existing neighborhood character within city-designated historic districts.
- Support residential infill that fits-in with neighboring homes (building scale, placement, etc.). Support more intense residential infill and redevelopment adjacent to commercial or mixed use centers.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

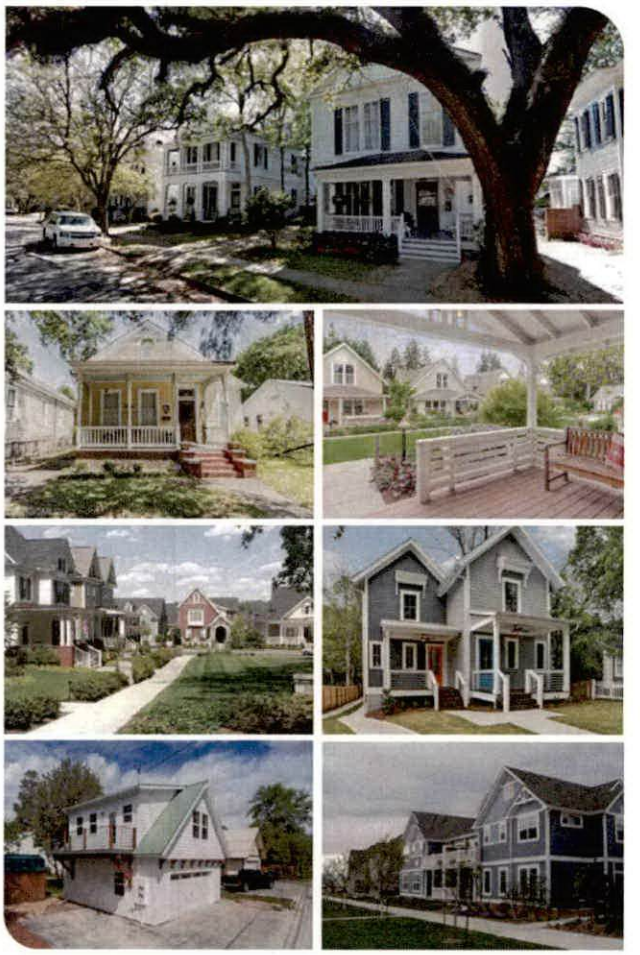
Secondary Uses

- Residential, Multifamily
- Commercial
- Civic
- Parks

Housing mix

- Single family on small to medium sized lots
- Attached residential such as duplexes, multiplexes, and townhomes
- Small scale multifamily buildings

Character Example



A mixed density neighborhood may include a range of housing types and densities at a similar scale.

Rendering: Dover Kohl

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods. Depending on their location, these areas incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures, and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.

Development Intent

- Incorporate attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.
- Special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

Land use mix

Primary Uses

- Commercial
- Office
- Civic
- Residential, Multifamily

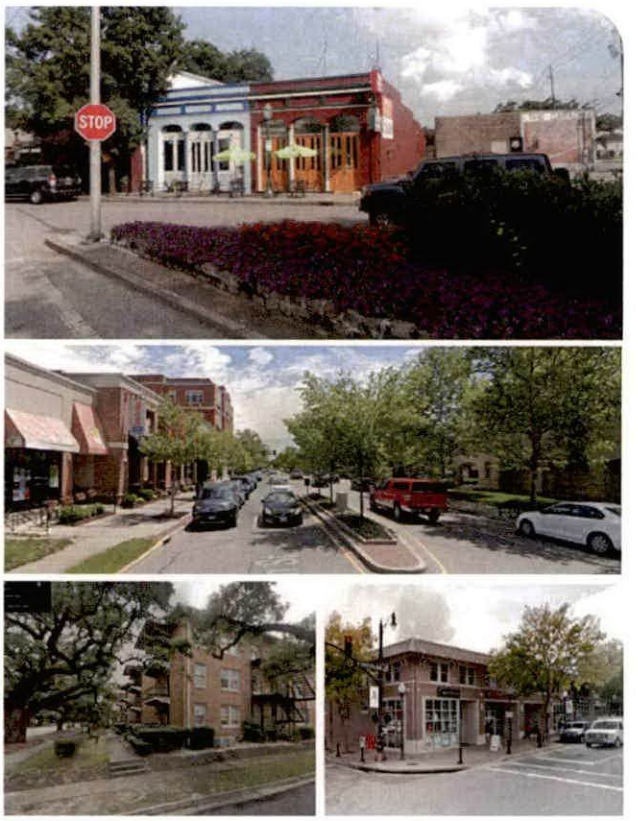
Secondary Uses

- Residential, Attached
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 6151 Marina Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 20, 2026**, a public hearing will be held on the **24th** day of **February, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Modification of a Previously Approved Planned Unit Development for property located at 6151 Marina Drive South.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on August 04, 2011 to amend a previously approved master plan, of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites located at 6151 Marina Drive South and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF DOG RIVER AND THE FORMER EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (FORMERLY CEDAR POINT ROAD), MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 14°-30'-00" WEST, ALONG SAID FORMER RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY, A DISTANCE OF 72.31 FEET, MORE OR LESS, TO THE FORMER LOCATION OF A ONE-HALF INCH IRON ROD (DESTROYED BY CONSTRUCTION); THENCE CONTINUE SOUTH 14°-30'-00" WEST, ALONG SAID FORMER EAST RIGHT-OF-WAY LINE, A DISTANCE OF 550 FEET; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 22.36 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY AND THE POINT OF BEGINNING; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 177.64 FEET TO A POINT; THENCE RUN NORTH 14°-39' -00" EAST, A DISTANCE OF 442.1 FEET, MORE OR LESS, TO POINT "A" ON THE SOUTHERN MARGIN OF DOG RIVER; THENCE EASTWARDLY AND SOUTHWARDLY ALONG THE SOUTHERN AND WESTERN MARGINS, RESPECTIVELY, OF DOG RIVER AND MOBILE BAY, A DISTANCE OF 1521 FEET, MORE OR LESS, TO POINT "B" (A MATHEMATICAL TIE FROM POINT "A" TO POINT

"B" IS SOUTH 53º-24' -34" EAST, 341.7 FEET; THENCE SOUTH 44º02'-21" EAST, 256.37 FEET; THENCE SOUTH 23º-50'-03" EAST, 822.29 FEET) SAID POINT "B" BEING THE INTERSECTION OF THE WESTERN MARGIN OF MOBILE BAY AND THE NORTH LINE OF LOT 1, BLOCK 1, BAY DIVISION, HOLLINGERS ISLAND, AS RECORDED IN MAP BOOK 3, PAGES 109-110, OF THE RECORDS ON FILE IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 79º-15'-00" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 721.1 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1; SAID CORNER BEING THE TERMINUS OF THE EAST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF BAY ROAD; THENCE CONTINUE SOUTH 79º-15'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.89 FEET TO A POINT; THENCE RUN NORTH 75º-01'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 25.06 FEET TO A POINT, SAID POINT BEING THE TERMINUS OF THE WEST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF SAID BAY ROAD; THENCE RUN NORTH 85º-23'-00" WEST, A DISTANCE OF 135 FEET TO A POINT; THENCE RUN NORTH 14º-39'-00" EAST, A DISTANCE OF 581.01 FEET TO A POINT; THENCE RUN NORTH 45º-21'-00" WEST, A DISTANCE OF 247.51 FEET TO A POINT; THENCE RUN NORTH 75º-21'-00" WEST, A DISTANCE OF 167.64 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY; THENCE RUN NORTH 09º-02'-02" EAST, 100.47 FEET ALONG THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on October 20, 2025, amending a previously approved master plan to allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;

8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of February, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 28th day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **6151 Marina Drive South.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **August 04, 2011.** The owner of said property has applied for a Major Modification **of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites,** subject to the following proposed conditions: 1. Provision of the lot size in square feet and acres on the Final PUD Site Plan; 2. Retention of the sidewalk along Marina Drive South; 3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC; 4. Revision of the site plan to connect sidewalks in front of all buildings on the site; 5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island; 6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC; 7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting; 8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan; 9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC; 10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet; 11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC; 12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property; 13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC; 14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council; 15. Compliance with all Engineering comments noted in the staff report; 16. Compliance with all Traffic Engineering comments noted in the staff report; 17. Compliance with all Urban Forestry comments noted in the staff report; 18. Compliance with all Fire Department comments noted in the staff report; 19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior

to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 20. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on **August 04, 2011** to amend a previously approved master plan, of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites located at **6151 Marina Drive South** and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF DOG RIVER AND THE FORMER EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (FORMERLY CEDAR POINT ROAD), MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 14°-30'-00" WEST, ALONG SAID FORMER RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY, A DISTANCE OF 72.31 FEET, MORE OR LESS, TO THE FORMER LOCATION OF A ONE-HALF INCH IRON ROD (DESTROYED BY CONSTRUCTION); THENCE CONTINUE SOUTH 14°-30'-00" WEST, ALONG SAID FORMER EAST RIGHT-OF-WAY LINE, A DISTANCE OF 550 FEET; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 22.36 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY AND THE POINT OF BEGINNING; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 177.64 FEET TO A POINT; THENCE RUN NORTH 14°-39' -00" EAST, A DISTANCE OF 442.1 FEET, MORE OR LESS, TO POINT "A" ON THE SOUTHERN MARGIN OF DOG RIVER; THENCE EASTWARDLY AND SOUTHWARDLY ALONG THE SOUTHERN AND WESTERN MARGINS, RESPECTIVELY, OF DOG RIVER AND MOBILE BAY, A DISTANCE OF 1521 FEET, MORE OR LESS, TO POINT "B" (A MATHEMATICAL TIE FROM POINT "A" TO POINT "B" IS SOUTH 53°-24' -34" EAST, 341.7 FEET; THENCE SOUTH 44°02'-21" EAST, 256.37 FEET; THENCE SOUTH 23°-50'-03" EAST, 822.29 FEET) SAID POINT "B" BEING THE INTERSECTION OF THE WESTERN MARGIN OF MOBILE BAY AND THE NORTH LINE OF LOT 1, BLOCK 1, BAY DIVISION, HOLLINGERS ISLAND, AS RECORDED IN MAP BOOK 3, PAGES 109-110, OF THE RECORDS ON FILE IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 79°-15'-00" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 721.1 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER BEING THE TERMINUS OF THE EAST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF BAY ROAD; THENCE CONTINUE SOUTH 79°-15'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.89 FEET TO A POINT; THENCE RUN NORTH 75°-01'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 25.06 FEET TO A POINT, SAID POINT BEING THE TERMINUS OF THE WEST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF SAID BAY ROAD; THENCE RUN NORTH 85°-23'-00" WEST, A DISTANCE OF 135 FEET TO A POINT; THENCE RUN NORTH 14°-39'-00" EAST, A DISTANCE OF 581.01

FEET TO A POINT; THENCE RUN NORTH 45°-21'-00" WEST, A DISTANCE OF 247.51 FEET TO A POINT; THENCE RUN NORTH 75°-21'-00" WEST, A DISTANCE OF 167.64 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY; THENCE RUN NORTH 09°-02'-02" EAST, 100.47 FEET ALONG THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on **October 20, 2025**, amending a previously approved master plan to **allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.**

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;

14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;

7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Chris Lieb
Lieb Engineering Company, LLC
6151 Marina Drive South
Council District 3
C.J. Small

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

January 9, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **December 18, 2025**, considered the request of **Chris Lieb, Lieb Engineering Company, LLC**, for a Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites, for the property located at **6151 Marina Drive South.**

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;

9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 22, 2025

Chris Lieb
Lieb Engineering
1290 Main Street, Suite E
Daphne, Alabama 36526

Re: 6151 Marina Drive South
MOD-003524-2025
Chris Lieb, Lieb Engineering Company, LLC
District 3
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.

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

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

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

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

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$978.50.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Chris Lieb
Lieb Engineering
1290 Main Street, Suite E
Daphne, Alabama 36526

Re: 6151 Marina Drive South
MOD-003524-2025
Chris Lieb, Lieb Engineering Company, LLC
District 3
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.

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

At its meeting on November 20, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission heldover the request until the December 18th meeting, with revised information due no later than Thursday, December 4th, to allow the applicant to provide additional information so that the Planning Commission can ensure the development will comply with UDC standards:

1. Revision of the site plan to include the number of dwelling units, both existing and proposed;
2. Revision of the site plan to include the number of parking spaces, both existing and proposed;
3. Revision of the site plan to include depiction of a sidewalk along Marina Drive South;
4. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
5. Revision of the site plan to depict a residential buffer compliant with Section 64-3-8 of the UDC;
6. Revision of the site plan to either depict bicycle parking spaces or placement of a note stating that the site will provide bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;

10. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements of Section 64-3-7 of the UDC;
11. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
12. Revision of the site plan to include the correct project name and property owner;
13. Revision of the legal description to include both Lot 1 and Lot 2 of the Grandview Apartments Subdivision;
14. Compliance with all Engineering comments noted in the staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
16. Compliance with all Urban Forestry comments noted in the staff report; and
17. Compliance with all Fire Department comments noted in the staff report.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

Outlook

Grandview Pointe Apartments (MOD-003524-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 10/20/2025 1:58 PM
To Lieb, Chris <clieb@liebengineering.com>; 'moconnell@liebengineering.com' <moconnell@liebengineering.com>; CJ@morrisonavenuecapital.com <cj@morrisonavenuecapital.com>
Cc Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

Good afternoon,

We have completed our initial review of the above-referenced Major Modification application. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Application Submission:**
   Please complete and submit Checklist D of the Planning Commission Application for *previously approved Planning Approvals and Planned Unit Developments.*

2. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Planned Unit Development site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Wednesday, October 22, 2025**, the application will be considered **complete** and placed on the agenda for the **November 20, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Regards,
Logan Anderson
Principal Planner
Build Mobile
dlogananderson@cityofmobile.org
(251) 208-5895

BUILDMOBILE

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

     _____

     _____

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

Commencing at the intersection of the South margin of Dog River and the former East right-of-way line of Dauphin Island Parkway (formerly Cedar Point Road), Mobile County, Alabama; thence run South 14°-30'-00" West, along said former right-of-way line of Dauphin Island Parkway, a distance of 72.31 feet, more or less, to the former location of a one-half inch iron rod (destroyed by construction); thence continue South 14°-39'-00" West, along said former East right-of-way line, a distance of 550 feet; thence run South 75°-21'-00" East, a distance of 22.36 feet to a point on the present East right-of-way line of Dauphin Island Parkway and the point of beginning; thence run South 75°-21'-00" East, a distance of 177.64 feet to a point; thence run North 14°-39'-00" East, a distance of 442.1 feet, more or less, to Point "A" on the Southern margin of Dog River; thence Eastwardly and Southwardly along the Southern and Western margins, respectively, of Dog River and Mobile Bay, a distance of 1521 feet, more or less, to Point "B" (a mathematical tie from Point "A" to Point "B" is South 53°-24'-34" East, 341.7 feet; thence South 44°02'-21" East, 256.37 feet; thence South 23°-50'-03" East, 822.29 feet) said Point "B" being the intersection of the Western margin of Mobile Bay and the North line of Lot 1, Block 1, Bay Division, Hollingers Island, as recorded in map Book 3, Pages 109-110, of the records on file in the Office of the Judge of Probate Court, Mobile County, Alabama; thence run South 79°-15'-00" West, along the North line of said Lot 1, a distance of 721.1 feet, more or less, to the Northwest corner of said Lot 1, said corner being the terminus of the East right-of-way line of the North extension of Bay Road; thence continue South 79°-15'-00" West, along the terminus of said right-of-way, a distance of 26.89 feet to a point; thence run North 75°-01'-00" West, along the terminus of said right-of-way, a distance of 25.06 feet to a point, said point being the terminus of the West right-of-way line of the North extension of said Bay Road; thence run North 85°-23'-00" West, a distance of 135 feet to a point; thence run North 14°-39'-00" East, a distance of 581.01 feet to a point; thence run North 45°-21'-00" West, a distance of 247.51 feet to a point; thence run North 75°-21'-00" West, a distance of 167.64 feet to a point on the present East right-of-way line of Dauphin Island Parkway; thence run North 09°-02'-02" East, 100.47 feet along the present East right-of-way line of Dauphin Island Parkway to the Point of Beginning.

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

■ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Chris Lieb	
Firm:	Lieb Engineering	
Phone:	2519789779	
Email:	clieb@liebengineering.com	
Address:	1290 Main St Ste E Daphne AL 36526	

	Owner	Design Professional
Name:	MACP Grandview II, LLC	
Firm:	Morrison Avenue Capital Partners	
Phone:	(727) 260-1214	
Email:	cj@morrisonavenuecapital.com	
Address:	1703 N McMullen Booth Rd Unit 1037 Safety Harbor, Fl 34695	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

6151 Marina Dr S Mobile, AL 36605
Property Address

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
01052327

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Owner Signature

10/17/25
Date

Chris Lieb
Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

Inst. # 2025013386 Pages: 1 of 7 I certify this instrument filed on: 3/6/2025 8:10 AM
Doc: D C. Mark Erwin, Judge of Probate Mobile County, AL Rec: $31.50 DeedTx: $2.00 MinTx $0.00
Clerk: BTOWLER ERecorded

This Instrument Prepared By and
When Recorded Return To:

Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, AL 36601

STATE OF ALABAMA)
MOBILE COUNTY)

Send tax notices to:
MACP Grandview, LLC
1703 McMullen Booth Road, #1037
Safety Harbor, FL 34695
Attn: Craig S. Descalzi

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to **CSV Grandview I, LLC,** an Alabama limited liability company, **Chris J. Ball,** a married man, and **Brewer Realty, LLC,** an Alabama limited liability company (collectively "Grantor"), by **MACP Grandview, LLC,** a Delaware limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Mobile County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Subject to the Exceptions, Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise. Chris J. Ball hereby represents that the Property is not his homestead.

$6,879,000.00 of the Total Purchase Price for this conveyance has been paid out of the proceeds of a mortgage loan in the amount of **$6,879,000.00** recorded simultaneously herewith.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
CSV Grandview I, LLC	**MACP Grandview, LLC**
1415 High Forest Drive	1703 McMullen Booth Road, #1037
Tuscaloosa, AL 35406	Safety Harbor, FL 34695
Attn: Vincent Langan	Attn: Craig S. Descalzi

Grantor's Name and Mailing Address Cont'd:	
Chris J. Ball	
1415 High Forest Drive	
Tuscaloosa, AL 35406	
Brewer Realty, LLC	
2206 14th Street	
Tuscaloosa, AL 35401	
Attn: Samuel Brewer	

Property Address:	6151 Marina Drive South, Mobile, AL 36605
Date of Sale:	February 28, 2025
Total Purchase Price:	$9,700,000.00
The Purchase Price can be verified in:	X Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment ☐

[Signature(s) on following page(s)]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed, to be effective as of February 28, 2025.

GRANTOR:

CSV GRANDVIEW I, LLC,
an Alabama limited liability company

By: _____
Name: Vincent Langan
Its: Sole Member

STATE OF Alabama)
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Vincent Langan, whose name as Sole Member of CSV Grandview I, LLC, an Alabama limited liability company, 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/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 28 day of February, 2025.

_____
Notary Public

AFFIX SEAL

CONNIE J. BRASHER NOTARY PUBLIC ALABAMA STATE AT LARGE

My commission expires: 1/16/2029

GRANTOR:

CHRIS J. BALL

STATE OF Alabama)
COUNTY OF Tuscaloosa)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Chris J. Ball, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 28 day of February, 2025.

AFFIX SEAL

Alabama State At Large
Notary Public
Emily Grace Grier
My Commission Expires 01/25/2027

Notary Public

My commission expires: 01/26/27

GRANTOR:

BREWER REALTY, LLC,
an Alabama limited liability company

By: _____
Name: Samuel Brewer
Its: Authorized Member

STATE OF Alabama)
COUNTY OF Tuscaloosa)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Samuel Brewer, whose name as Authorized Member of Brewer Realty, LLC an Alabama limited liability company, 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/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 28 day of February, 2025.

_____
Notary Public

AFFIX SEAL

Alabama State At Large
Notary Public
Emily Grace Grier
My Commission Expires 01/25/2027

My commission expires: 01/25/27

Exhibit A

The Land referred to herein below is situated in the County of Mobile, State of Alabama, and is described as follows:

Lot 2, Grandview Apartments Subdivision, according to plat thereof recorded in Map Book 126, page 71 (also known as Real Property Book 6836, page 1185 and Instrument No. 2011063301), of the records in the Office of the Judge of Probate of Mobile County, Alabama.

TOGETHER WITH a non-exclusive terminable right-of-way and easement for the sole purpose of vehicles travelling on, over, through and across the following described property located in Mobile County, Alabama.

That certain plot or parcel of land lying within Lot 1, Grandview Apartments Subdivision, according to plat thereof recorded in Map Book 126, page 71 (also known as Real Property Book 6836, page 1185 and Instrument No. 2011063301), of the records in the Office of the Judge of Probate of Mobile County, Alabama, more particularly described as twelve (12) feet each side of the following described centerline:

Commencing at a point on the East right-of-way line of Marina Drive South (Dauphin Island Parkway) (right-of-way varies), where said right-of-way line is intersected by a North boundary of Lot 1, Grandview Apartments Subdivision, as recorded in Map Book 126, page 71, Probate Court Records, Mobile County, Alabama; thence South 09 degrees, 02 minutes, 02 seconds West, along said East right-of-way line, a distance of 50.33 feet to the point of beginning of said centerline; thence along said centerline as follows: South 75 degrees, 30 minutes, 13 seconds East, 183.52 feet; North 44 degrees, 15 minutes, 14 seconds East, 320.89 feet; South 49 degrees, 57 minutes, 46 seconds East, 253.89 feet; South 28 degrees, 22 minutes, 02 seconds West, 90.12 feet to the PC of a 75.0 foot radius curve concave Eastwardly (chord bears South 15 degrees, 31 minutes, 50 seconds East, 104.01 feet); thence along said curve and along said centerline a distance of 114.92 feet to the PT thereof; thence continue along said centerline as follows: South 59 degrees, 25 minutes, 41 seconds East, 96.94 feet; South 13 degrees, 51 minutes, 05 seconds East, 51.58 feet to the North line of Lot 2 and the point of ending of said centerline.

Exhibit B
Permitted Exceptions

1. All taxes for the year 2025 and subsequent years, a lien not yet due and payable.

2. Any prior reservations or conveyances, together with release of damages of minerals of every kind and character, including, but not limited to, oil, has, sand, and gravel in, on and under the Land.

3. Easements, building setback lines, restrictions, and/or other matters as shown on record plat of Grandview Apartments Subdivision recorded in Plat Book 126, Page 71, in the Probate Office of Mobile County, Alabama, and as shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00.

4. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3989, Page 13, Real Property Book 1931, Page 151; Real Property Book 6508, Page 170; and Land Record Book 7345, Page 1308, in the Probate Office of Mobile County, Alabama, as shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00.

5. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Deed Book 243, Page 297; Deed Book 243, Page 298; Deed Book 243, Page 308; Deed Book 250, Page 193; Deed Book 435, Page 13; Real Property Book 583, Page 818; Real Property Book 1326, Page 874; and Real Property Book 1326, Page 877, in the Probate Office of Mobile County, Alabama.

6. Subject to that Joint Use and Maintenance Agreement between Bay Oaks, Ltd. And Hand & Associates, Inc. dated December 15, 1977, and recorded in Real Property Book 1792, Page 718, in the Probate Office of Mobile County, Alabama.

7. Subject to the terms and conditions of that certain non-exclusive terminable right-of-way and easement for ingress and egress as set out in Warranty Deed dated January 31, 2012, and recorded in Real Property Book 6859, Page 1862, in the Probate Office of Mobile County, Alabama, as shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00.

8. Rights of the United States, State of Alabama, or other parties in and to the bed, shore and waters of Mobile Bay. The policy(ies) to be issued pursuant hereto will insure only such riparian and littoral rights as legally accrue by reason of ownership in fee simple of property adjoining.

9. Any portion of the Land which may be affected by accretion, reliction, erosion and/or avulsion.

10. Rights of tenants in possession, as tenants only, under unrecorded residential apartment leases.

11. Matters shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00, including, but not limited to, the following:

    a) Overhead utility (power and telephone) lines and poles, guy wires, meters, boxes, pedestals;
    b) Underground utility (water and gas) lines, hydrants, manholes, catch basins, valves, meters, and regulators;
    c) Existing wood fence encroaches onto adjoining property along westerly boundary.

Inst. # 2025013343 Pages: 1 of 5 I certify this instrument filed on: 3/5/2025 4:29 PM
Doc: D C. Mark Erwin, Judge of Probate Mobile County, AL Rec: $25.50 DeedTx: $80.00 MinTx $0.00
Clerk: BTOWLER ERecorded

This Instrument Prepared By and
When Recorded Return To:

Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, AL 36601

STATE OF ALABAMA)
MOBILE COUNTY)

Send tax notices to:
MACP Grandview II, LLC
1703 McMullen Booth Road, #1037
Safety Harbor, FL 34695
Attn: Craig S. Descalzi

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to **CSV Grandview II, LLC,** an Alabama limited liability company, by **MACP Grandview II, LLC,** a Delaware limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Mobile County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Subject to the Exceptions, Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

$1,000,000.00 of the Total Purchase Price for this conveyance has been paid out of the proceeds of a mortgage loan in the amount of **$1,000,000.00** recorded simultaneously herewith.

[Continued on next page]

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
CSV Grandview II, LLC	**MACP Grandview II, LLC**
1415 High Forest Drive	1703 McMullen Booth Road, #1037
Tuscaloosa, AL 35406	Safety Harbor, FL 34695
Attn: Vincent Langan	Attn: Craig S. Descalzi
Property Address:	6151 Marina Drive South, Mobile, AL 36605
Date of Sale:	February 28, 2025
Total Purchase Price:	$1,800,000.00
The Purchase Price can be verified in:	X Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment ☐ _____

[Signature(s) on following page(s)]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed, to be effective as of February 28, 2025.

GRANTOR:

CSV GRANDVIEW II, LLC,
an Alabama limited liability company

By: _____
Name: Vincent Langan
Its: Authorized Signatory

STATE OF Alabama)
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Vincent Langan, whose name as Authorized Signatory of CSV Grandview II, LLC an Alabama limited liability company, 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/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 28th day of February, 2025.

AFFIX SEAL

ALABAMA STATE AT LARGE
PUBLIC
NOTARY
CONNIE J. BRASHER

_____
Notary Public

My commission expires: 1/16/2029

Exhibit A

The Land referred to herein below is situated in the County of Mobile, State of Alabama, and is described as follows:

Lot 1, Grandview Apartments Subdivision, according to the plat thereof recorded in Map Book 126, page 71 (also known as Real Property Book 6836, page 1185 and Instrument No. 2011063301), of the records in the Office of the Judge of Probate of Mobile County, Alabama.

[For informational purposes only: Parcel No. 32-18-01-0-005-001.01X]

Exhibit B
Permitted Exceptions

1. All taxes for the year 2025 and subsequent years, a lien not yet due and payable.

2. Any prior reservations or conveyances, together with release of damages of minerals of every kind and character, including, but not limited to, oil, has, sand, and gravel in, on and under the Land.

3. Easements, building setback lines, restrictions, and/or other matters as shown on record plat of Grandview Apartments Subdivision recorded in Plat Book 126, Page 71, in the Probate Office of Mobile County, Alabama.

4. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3989, Page 13, Real Property Book 1931, Page 151; Real Property Book 6508, Page 170; and Land Record Book 7345, Page 1308, in the Probate Office of Mobile County, Alabama.

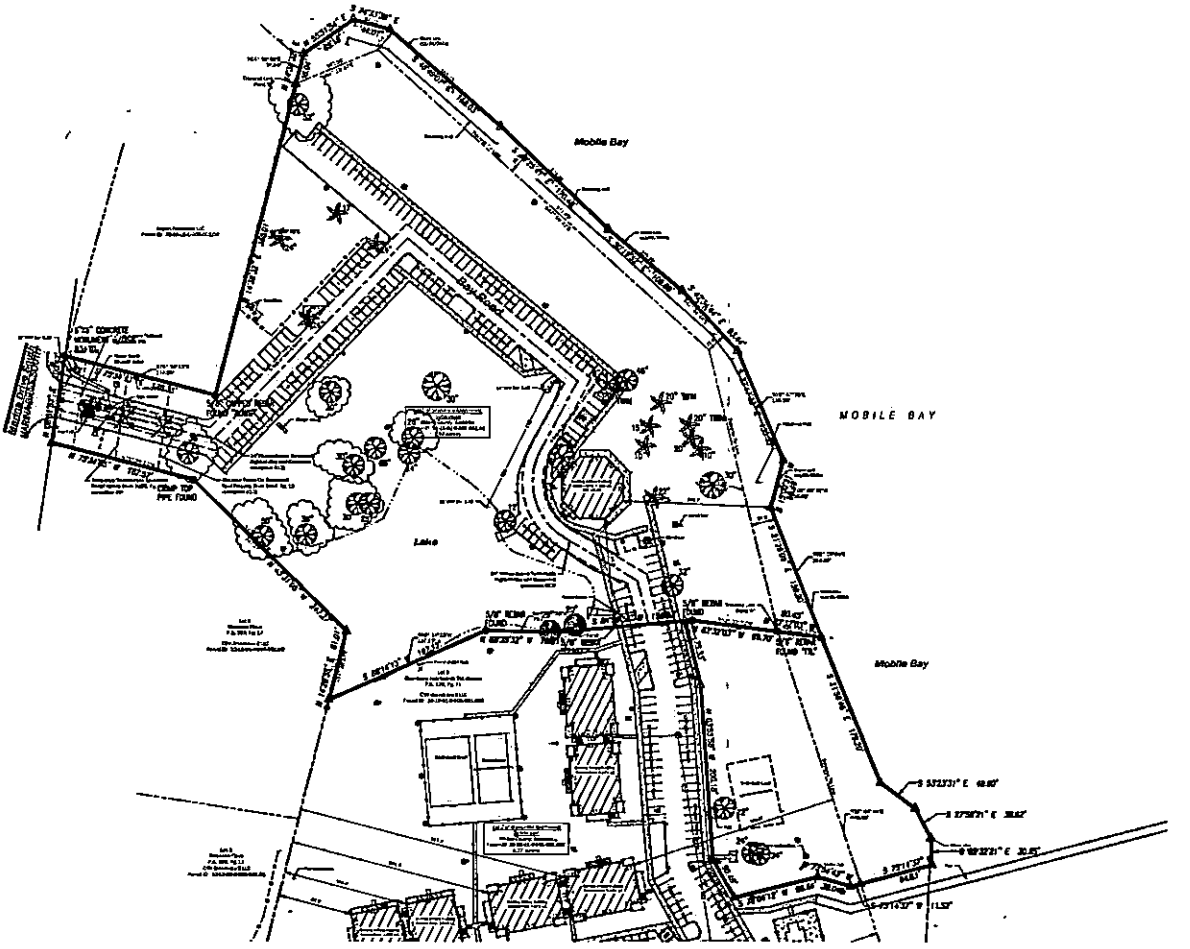
5. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Deed Book 243, Page 297; Deed Book 243, Page 298; Deed Book 243, Page 308; Deed Book 250, Page 193; Deed Book 435, Page 13; Real Property Book 583, Page 818; Real Property Book 1326, Page 874; and Real Property Book 1326, Page 877, in the Probate Office of Mobile County, Alabama.

6. Subject to that Joint Use and Maintenance Agreement between Bay Oaks, Ltd. And Hand & Associates, Inc. dated December 15, 1977, and recorded in Real Property Book 1792, Page 718, in the Probate Office of Mobile County, Alabama.

7. Subject to that certain non-exclusive terminable right-of-way and easement for ingress and egress as set out in Warranty Deed dated January 31, 2012, and recorded in Real Property Book 6859, Page 1862, in the Probate Office of Mobile County, Alabama.

8. Rights of the United States, State of Alabama, or other parties in and to the bed, shore and waters of Mobile Bay. The policy(ies) to be issued pursuant hereto will insure only such riparian and littoral rights as legally accrue by reason of ownership in fee simple of property adjoining.

9. Any portion of the Land which may be affected by accretion, reliction, erosion and/or avulsion.


Mobile Bay
MOBILE BAY
Lake
Mobile Bay

AIRPORT PROPERTIES
4175 GOVT BLVD
MOBILE, AL 36693

CSV GRANDVIEW II LLC
6151 MARINA DR S
MOBILE, AL 36605

MACP GRANDVIEW II LLC
ATTN CRAIG DESCALZI
1703 N MCMULLEN BOOTH RD
UNIT #1037
SAFETY HARBOR, FL 34695

LESLIE HALL
6320 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

BEVERLY HALL
6158 MARINA DR S
MOBILE, AL 36605

CHRIS LIEB
1290 MAIN ST STE E
DAPHNE, AL 36526

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

CYNTHIA WARD
6325 BAY RD N
MOBILE, AL 36605

JOHN SEKNICKA
6333 BAY RD N
MOBILE, AL 36605

ELLIS OLLINGER
6341 BAY RD N
MOBILE, AL 36605

AIRPORT PROPERTIES
4175 GOVT BLVD
MOBILE, AL 36693

CSV GRANDVIEW II LLC
6151 MARINA DR S
MOBILE, AL 36605

MACP GRANDVIEW II LLC
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MOBILE, AL 36605

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DAPHNE, AL 36526

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

CYNTHIA WARD
6325 BAY RD N
MOBILE, AL 36605

JOHN SEKNICKA
6333 BAY RD N
MOBILE, AL 36605

ELLIS OLLINGER
6341 BAY RD N
MOBILE, AL 36605

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4175 GOVT BLVD
MOBILE, AL 36693

CSV GRANDVIEW II LLC
6151 MARINA DR S
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MONTGOMERY, AL 36109

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6325 BAY RD N
MOBILE, AL 36605

JOHN SEKNICKA
6333 BAY RD N
MOBILE, AL 36605

ELLIS OLLINGER
6341 BAY RD N
MOBILE, AL 36605

THOMAS LUNCEFORD
4095 AUDUBON DR E
MOBILE, AL 36619

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

JOSEPH WALL
413 EAST RIDGE TRAIL
PINEVILLE, LA 71360

THOMAS LUNCEFORD
4095 AUDUBON DR E
MOBILE, AL 36619

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

JOSEPH WALL
413 EAST RIDGE TRAIL
PINEVILLE, LA 71360

THOMAS LUNCEFORD
4095 AUDUBON DR E
MOBILE, AL 36619

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

JOSEPH WALL
413 EAST RIDGE TRAIL
PINEVILLE, LA 71360

Planning Commission
December 18, 2025

Agenda Item # 4 - HOLDOVER

MOD-003524-2025

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

Applicant Materials for Consideration

DETAILS

Location:
6151 Marina Drive South

Applicant / Agent:
Chris Lieb, Lieb Engineering Company, LLC

Property Owner:
MACP Grandview II, LLC

Current Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Low Density Residential & Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with twenty (20) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Considerations 3
Site History 5
Staff Comments 5
Commission Considerations 8
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER 4 DATE December 18, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

N

NTS

HOLDOVER COMMENTS

The subject site was heldover at the Planning Commission's October 16, 2025, meeting to allow the applicant time to address concerns related to the proposed development's design. The applicant has since submitted a revised site plan to address staff's concerns.

The site plan has been revised to state that the site has 96 existing units, and 178 units are proposed, for a total of 274 dwelling units. It should be noted that based on the overall size of the property, up to 408 dwelling units could be allowed on the site. With 274 dwelling units proposed, the site is required to have 411 parking spaces. The site plan indicates that a total of 412 parking spaces will be provided. It should be noted that the existing parking lot has several areas where there are more than 12 contiguous parking spaces. If approved, the site plan should be revised to depict the provision of a landscaped island to break up these areas.

The applicant has revised the proposed site plan to depict the required sidewalk along Marina Drive. However, there is no pedestrian connection from the public sidewalk to the structures on the site. Furthermore, if approved, the sidewalks in front of each of the buildings should be revised to connect with each other.

The site plan has been revised to depict a 6-foot (6') tall wooden privacy fence where the site abuts residentially developed property. This should be retained on the site plan, if approved.

The site plan has been revised to include the building footprints of all existing and proposed structures, clearly depicting that the building footprint will be increased by more than 50%, thus requiring the site to fully comply with tree planting and landscape area requirements. Notes were added to the site plan stating that the site will provide compliant bicycle parking spaces, parking lot lighting, building design, and tree planting and landscape area requirements, which should be retained on the site plan, if approved.

The proposed site plan depicts new dumpsters being located on the site. If approved, a note should be placed on the site plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC.

Additionally, the applicant states that the proposed new structures will exceed the maximum allowable height of 50-feet, but will not exceed 65-feet in height. While the applicant does not specifically provide the reason for this, it is most likely due to the site's proximity to water, and therefore structures must be elevated to comply with floodplain management requirements. As such, the proposed increased building height is a function of the land, and not the use, and can be considered as part of the current Major Modification application.

Finally, the site plan has been revised to include the correct development name as well as the legal descriptions for the entire development.

HOLDOVER CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in this staff report;
16. Compliance with all Traffic Engineering comments noted in this staff report;
17. Compliance with all Urban Forestry comments noted in this staff report;

18. Compliance with all Fire Department comments noted in this staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

SITE HISTORY

The subject site was developed as an apartment complex in approximately 1978, and was annexed into the City of Mobile in 1986. After annexation, the site was zoned R-1, Single-Family Residential District.

In August 2005, five (5) of eleven (11) structures on the site were damaged by Hurricane Katrina, and were demolished.

In August 2008, the site came before the Planning Commission for a two (2) lot Subdivision and Planned Unit Development (PUD) to allow multiple buildings on a single building site with shared access and parking. These applications were approved, but allowed to expire.

In August 2011, the site came back before the Planning Commission with a Subdivision application to create two (2) legal lots of record, a PUD to allow multiple buildings on a single building site with shared access and parking between two (2) building sites, and a Rezoning application to rezone the property from R-1 to R-3. All applications were approved, with the Subdivision recorded in Probate Court and the Rezoning approved by the City Council.

STAFF COMMENTS

Engineering Comments:

1. Revise the NAME and other information shown in the TITLE BLOCK that is wrong (i.e. LEIGHTON VILLAGE, TWILLEY BUILDERS, LLC.)
2. Retain NOTES #1 - #8, as shown on the Grandview Pointe Apartments PUD PLAN sheet 1 of 1 dated 3/29/2023.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant has submitted a Major Modification of a Previously Approved Planned Unit Development to allow the construction of six (6) new residential structures with 178 new dwelling units, as well as a new clubhouse, pool, mail kiosk, and dumpster. An existing gazabo is to be removed from the site.

A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

The site plan depicts the existing and proposed structures on the site, but does not provide the number of units that are existing on the site currently, nor the total number of units proposed after the addition, making it difficult for staff to determine if there will be sufficient parking available on the site. The applicant should revise the site plan to provide both the number of existing and proposed units, as well as the number of parking spaces available.

Surrounding properties are located outside of the City of Mobile, in an unincorporated portion of Mobile County, with properties to the South being developed residentially and properties to the Southwest being vacant. As such, if approved, a residential buffer compliant with Section 64-3-8 of the UDC will be required, and should be shown on the site plan.

It should be noted that there is not an existing sidewalk along Marina Drive South. As the site is being redeveloped, the site will either need to provide a sidewalk, or submit a Sidewalk Waiver application to the Planning Commission for consideration. If a sidewalk is to be provided, a pedestrian walkway compliant with the requirements of Article 3, Section 64-3-3 of the UDC must be provided.

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

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

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

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

Maximum allowable height in an R-3 Suburban District is 50 feet.

The size of both existing and proposed buildings should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

It should be noted that because the lot that is proposed to contain the new structures will be a complete redevelopment of the site, it must fully comply with tree planting and landscape area requirements. If approved, a note stating the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at the time of permitting to verify compliance.

A dumpster is shown on the site plan with an enclosure on unknown materials and design. If approved, a note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

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

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

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

The application submitted does not include a legal description for the entire site, and will need to be revised, as the PUD pertains to both Lot 1 and Lot 2 of the Grandview Apartments Subdivision. Furthermore, the site plan states that it is for the "Leighton Village", which is owned by "Twilley Builders, LLC". As this appears to be information from an unrelated project, the site plan should be corrected.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
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8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

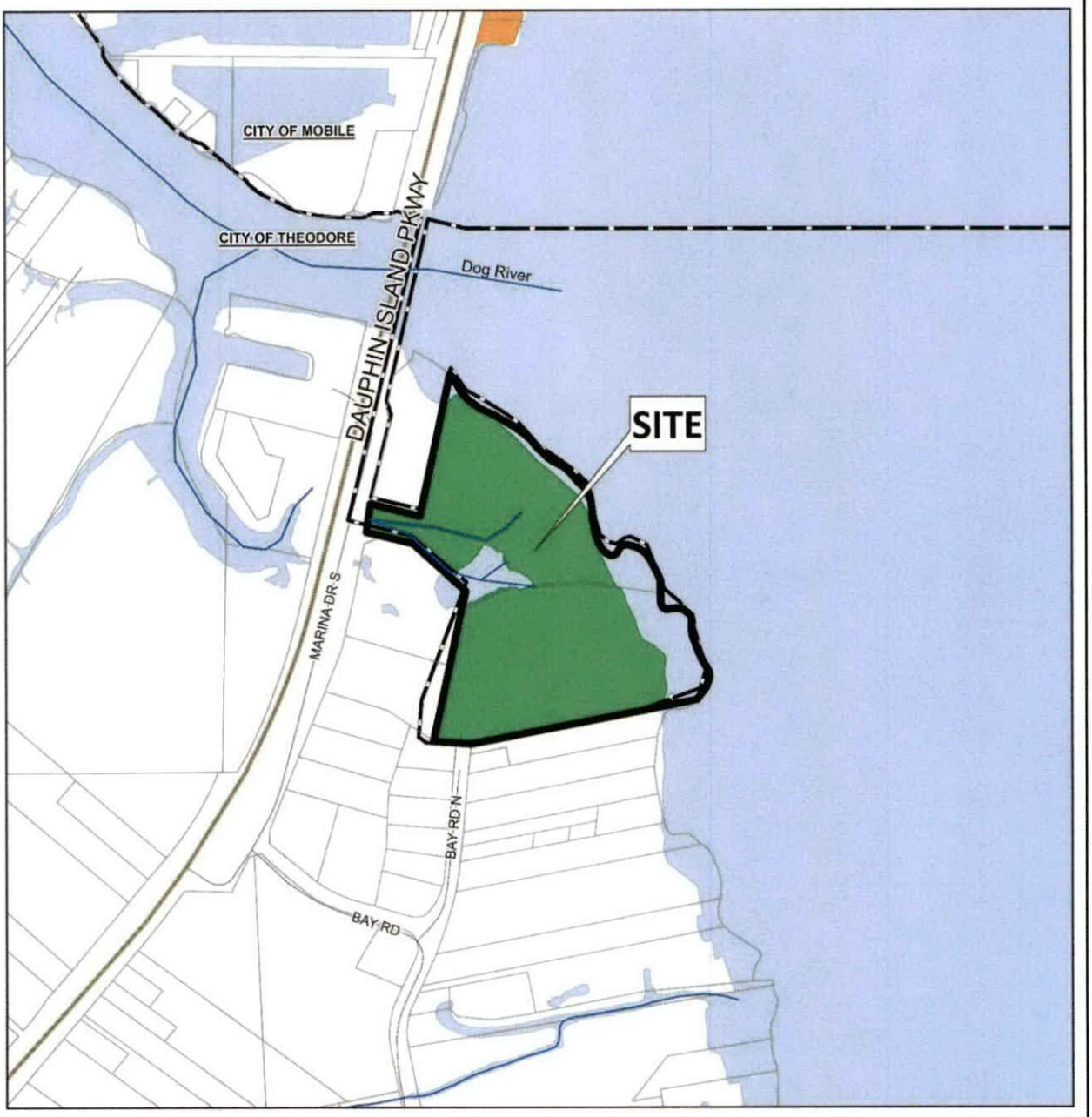
Considerations:

The application should be heldover to the December 18th meeting, with revised information due no later than December 4th, to allow the applicant to provide additional information so that the Planning Commission can ensure the development will comply with UDC standards:

1. Revision of the site plan to include the number of dwelling units, both existing and proposed;
2. Revision of the site plan to include the number of parking spaces, both existing and proposed;
3. Revision of the site plan to include depiction of a sidewalk along Marina Drive South;
4. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
5. Revision of the site plan to depict a residential buffer compliant with Section 64-3-8 of the UDC;
6. Revision of the site plan to either depict bicycle parking spaces or placement of a note stating that the site will provide bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;

9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
10. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements of Section 64-3-7 of the UDC;
11. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
12. Revision of the site plan to include the correct project name and property owner;
13. Revision of the legal description to include both Lot 1 and Lot 2 of the Grandview Apartments Subdivision;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report; and
17. Compliance with all Fire Department comments noted in this staff report.

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE December 18, 2025

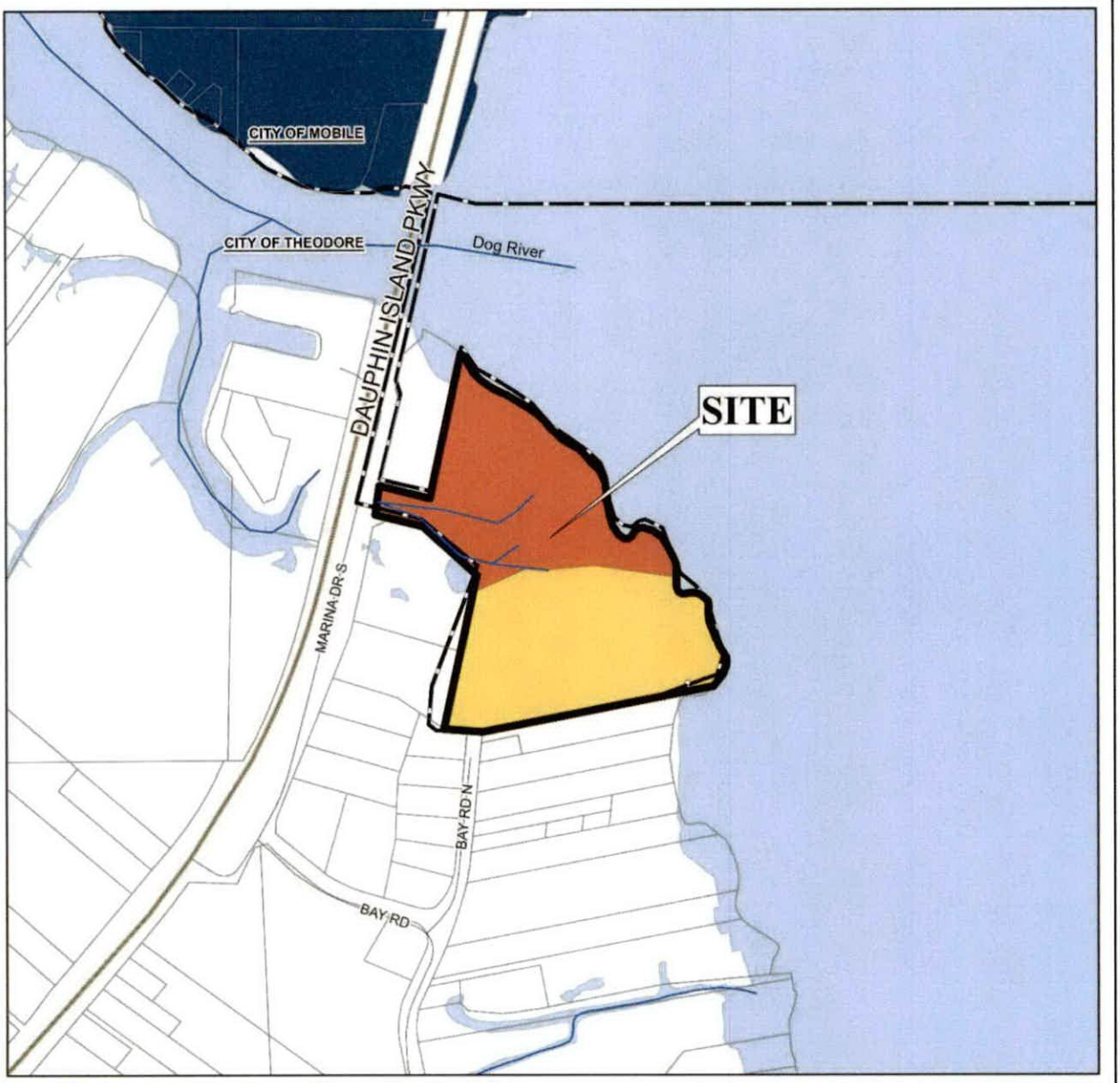
APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

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FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE December 18, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

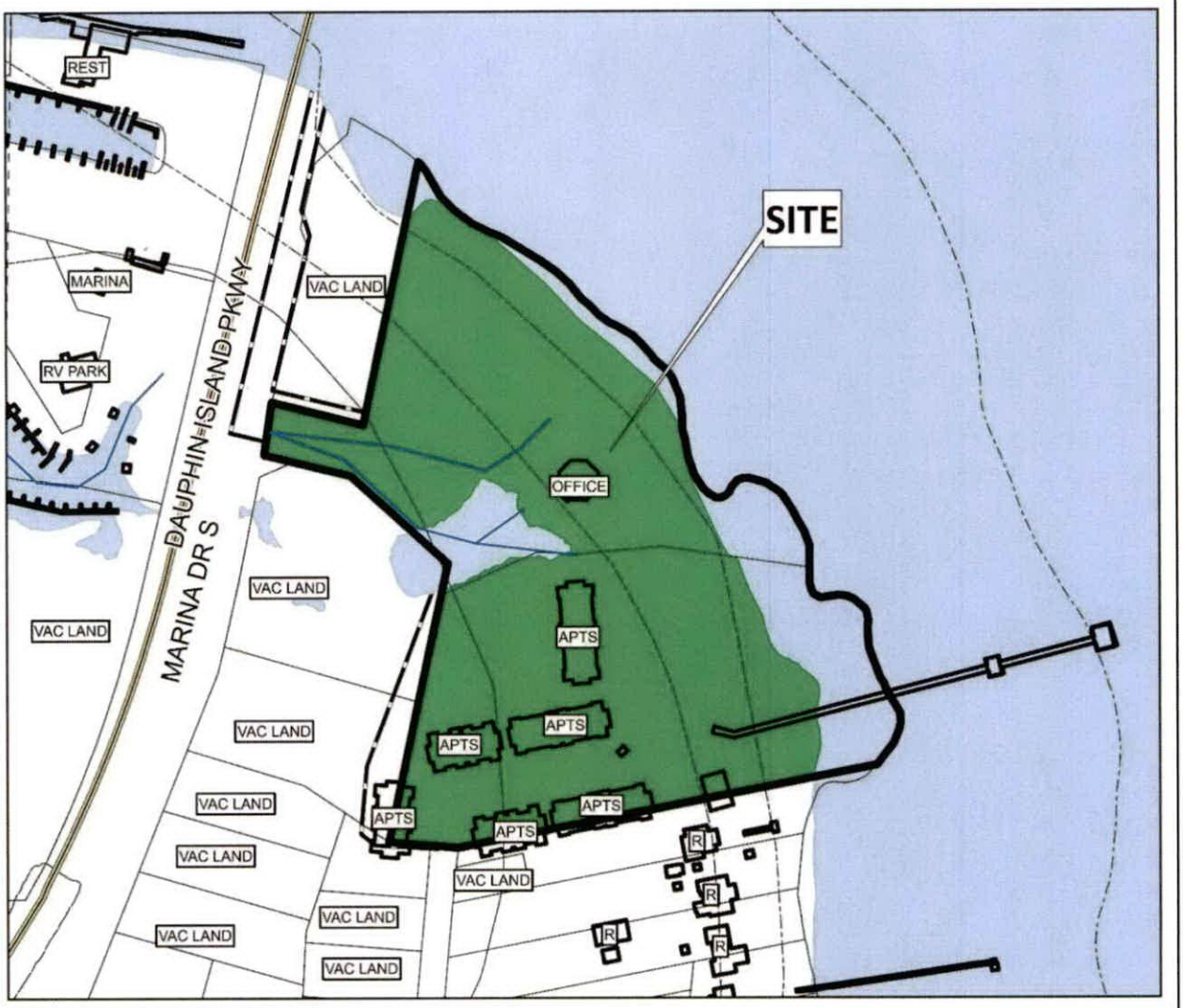
REQUEST PUD Modification

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

N

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER 4 DATE December 18, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

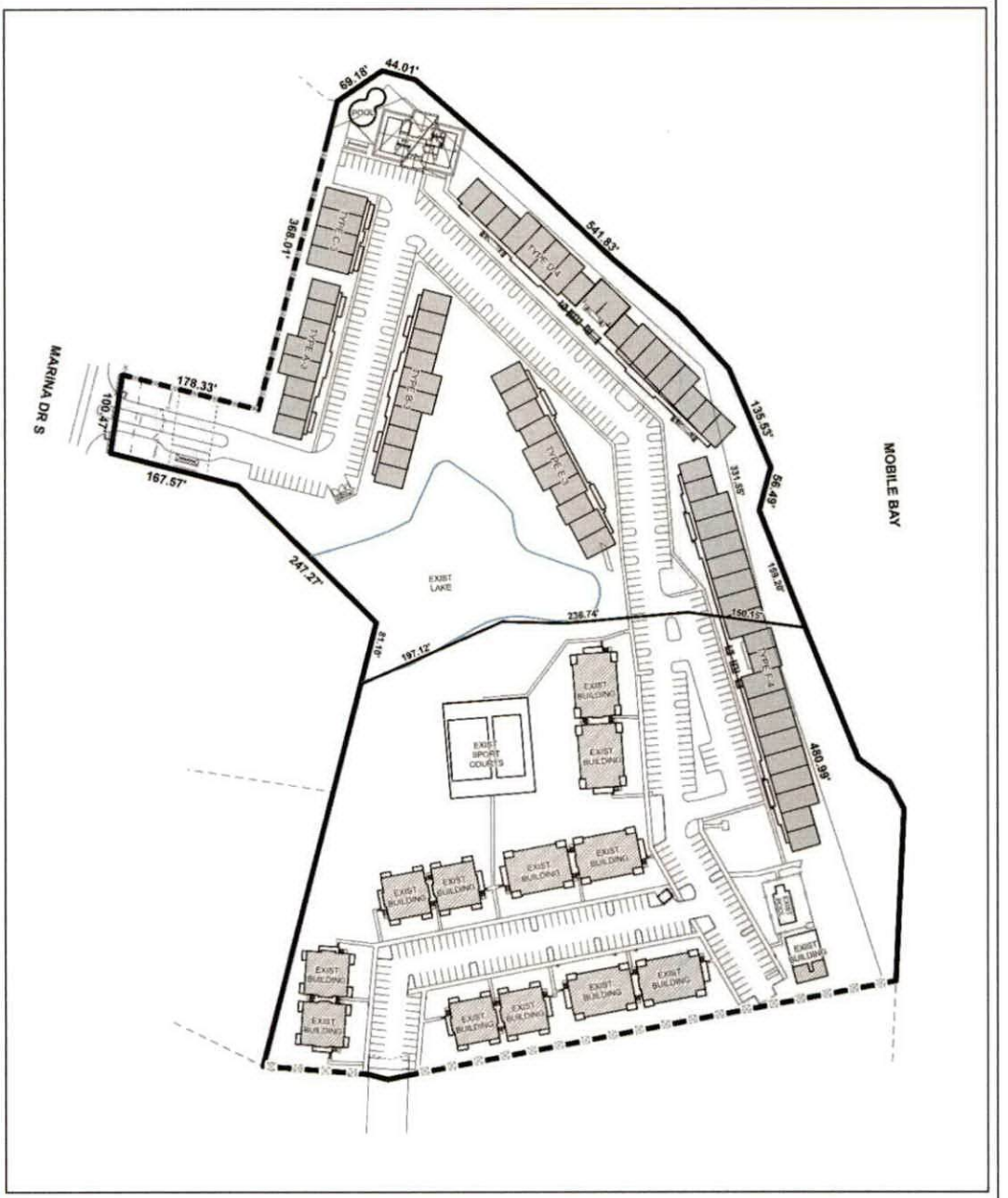
REQUEST PUD Modification

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

N

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SITE PLAN



The site plan illustrates existing and proposed buildings, fences, lakes, parking, and drives.

APPLICATION NUMBER	4	DATE	December 18, 2025
APPLICANT	Chris Lieb, Lieb Engineering Company, LLC		
REQUEST	PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example



Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

Primary Uses

- Commercial
- Office

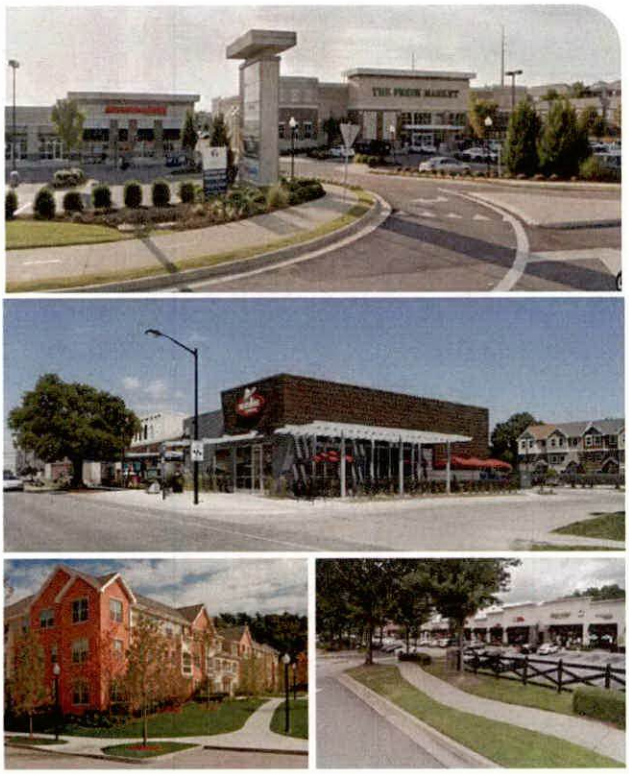
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- Residential, Multifamily
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- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



Planning Commission
November 20, 2025

Agenda Item # 9
MOD-003524-2025

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

Applicant Materials for Consideration

DETAILS

Location:
6151 Marina Drive South

Applicant / Agent:
Chris Lieb, Lieb Engineering Company, LLC

Property Owner:
MACP Grandview II, LLC

Current Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Low Density Residential & Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

Proposal:
- Modification of a previously approved Planned Unit Development

Considerations:
1. Holdover

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER 9 DATE November 20, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

N

NTS

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It should be noted that there is not an existing sidewalk along Marina Drive South. As the site is being redeveloped, the site will either need to provide a sidewalk, or submit a Sidewalk Waiver application to the Planning Commission for consideration. If a sidewalk is to be provided, a pedestrian walkway compliant with the requirements of Article 3, Section 64-3-3 of the UDC must be provided.

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

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

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

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

Maximum allowable height in an R-3 Suburban District is 50 feet.

The size of both existing and proposed buildings should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

It should be noted that because the lot that is proposed to contain the new structures will be a complete redevelopment of the site, it must fully comply with tree planting and landscape area requirements. If approved, a note stating the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at the time of permitting to verify compliance.

A dumpster is shown on the site plan with an enclosure on unknown materials and design. If approved, a note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

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

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

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

The application submitted does not include a legal description for the entire site, and will need to be revised, as the PUD pertains to both Lot 1 and Lot 2 of the Grandview Apartments Subdivision. Furthermore, the site plan states that it is for the "Leighton Village", which is owned by "Twilley Builders, LLC". As this appears to be information from an unrelated project, the site plan should be corrected.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;

4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

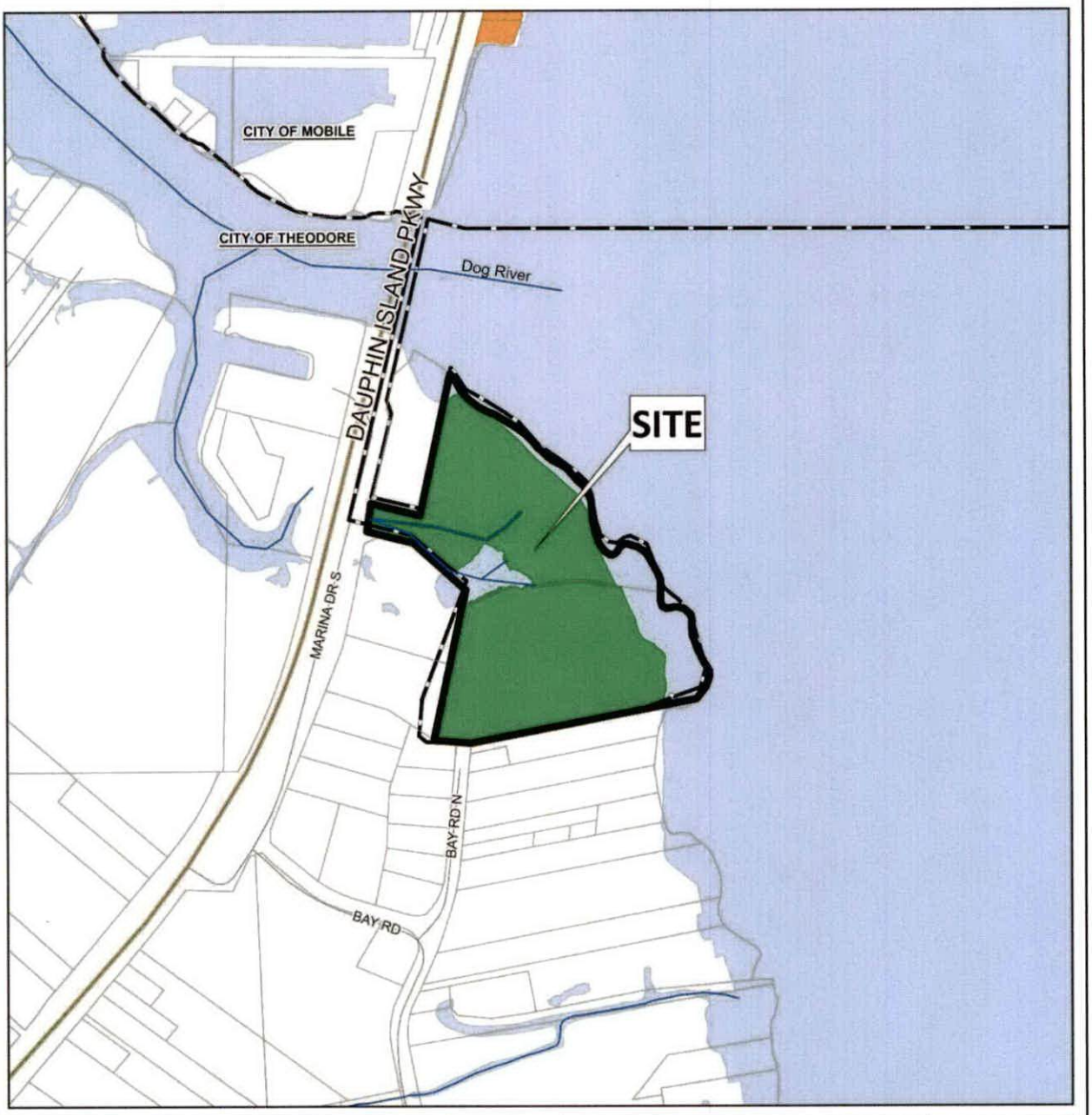
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

The application should be heldover to the December 18th meeting, with revised information due no later than December 4th, to allow the applicant to provide additional information so that the Planning Commission can ensure the development will comply with UDC standards:

1. Revision of the site plan to include the number of dwelling units, both existing and proposed;
2. Revision of the site plan to include the number of parking spaces, both existing and proposed;
3. Revision of the site plan to include depiction of a sidewalk along Marina Drive South;
4. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
5. Revision of the site plan to depict a residential buffer compliant with Section 64-3-8 of the UDC;
6. Revision of the site plan to either depict bicycle parking spaces or placement of a note stating that the site will provide bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
10. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements of Section 64-3-7 of the UDC;
11. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
12. Revision of the site plan to include the correct project name and property owner;
13. Revision of the legal description to include both Lot 1 and Lot 2 of the Grandview Apartments Subdivision;
14. Compliance with all Engineering comments noted in this staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
16. Compliance with all Urban Forestry comments noted in this staff report; and
17. Compliance with all Fire Department comments noted in this staff report.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE November 20, 2025

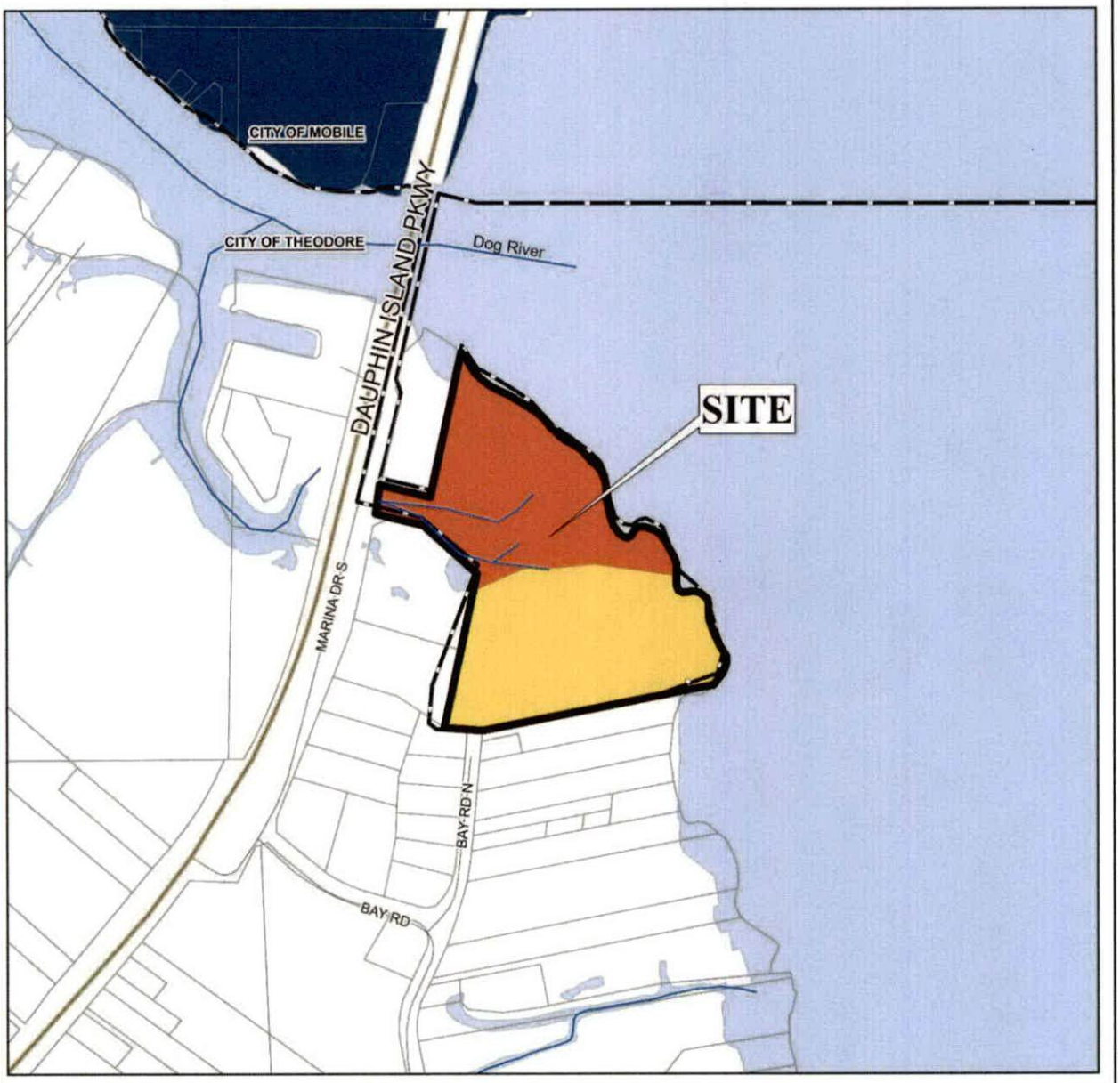
APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE November 20, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

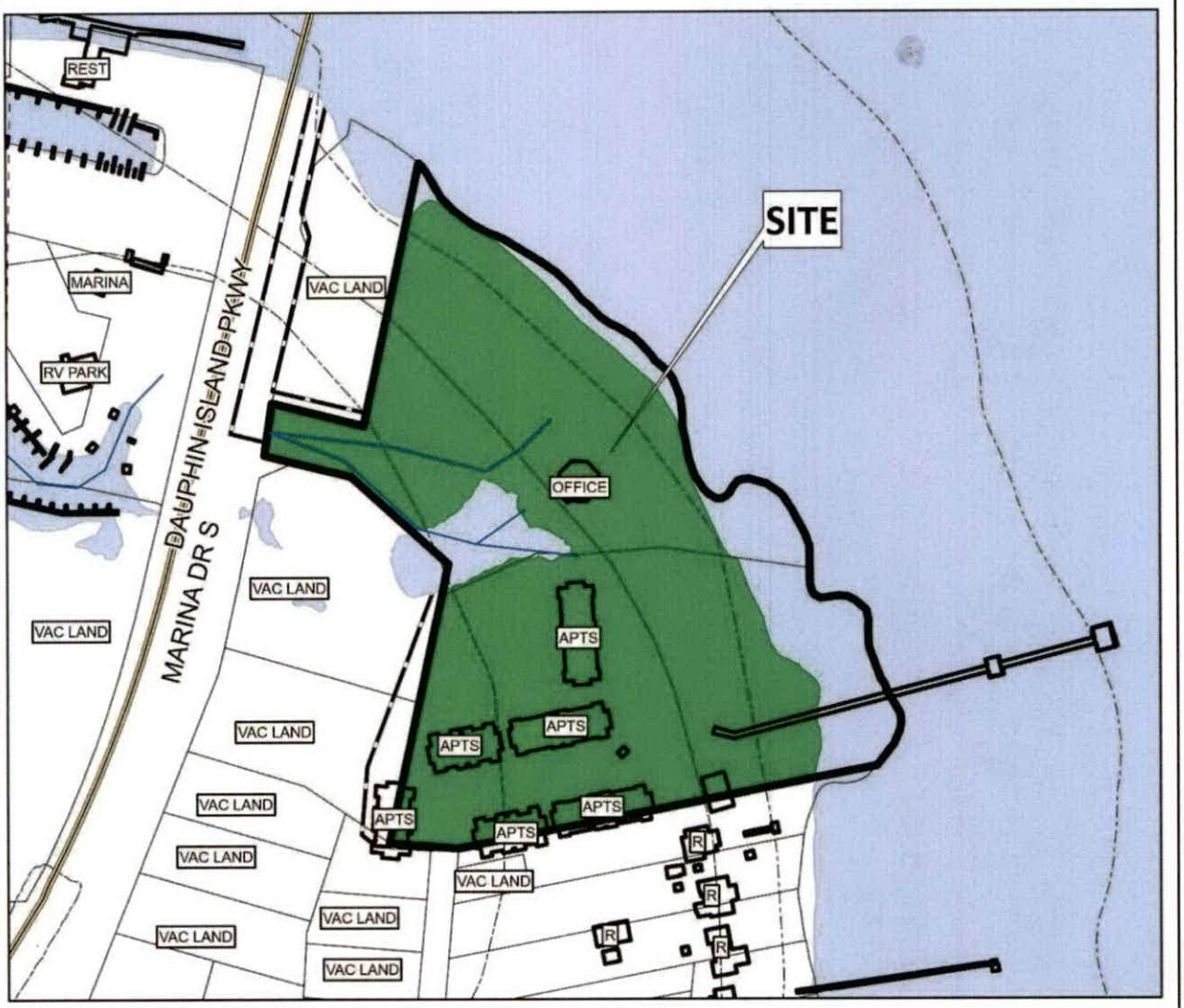
REQUEST PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER 9 DATE November 20, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

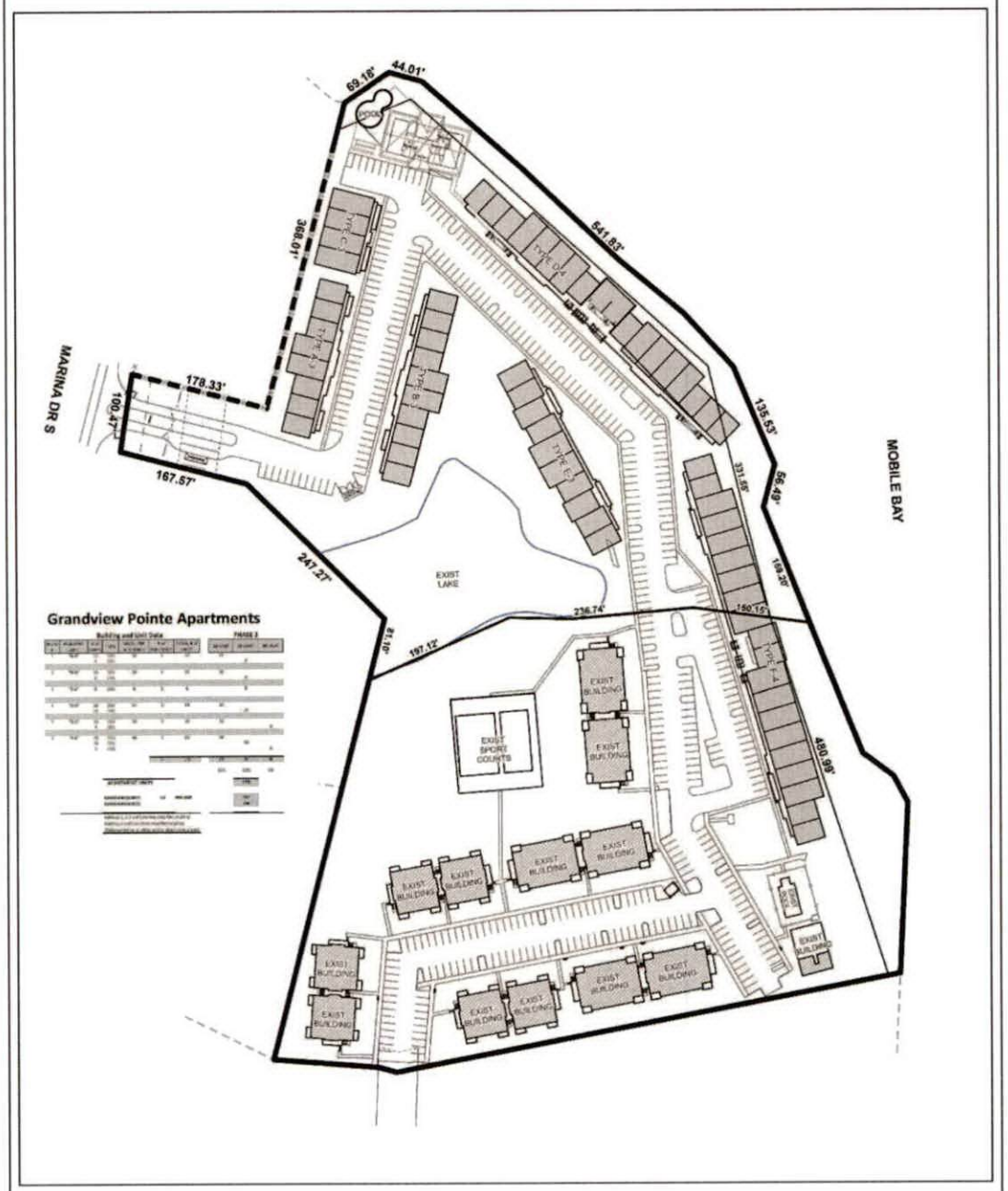
REQUEST PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates existing and proposed buildings, lakes, parking, and drives.

APPLICATION NUMBER	9	DATE	November 20, 2025
APPLICANT	Chris Lieb, Lieb Engineering Company, LLC		
REQUEST	PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

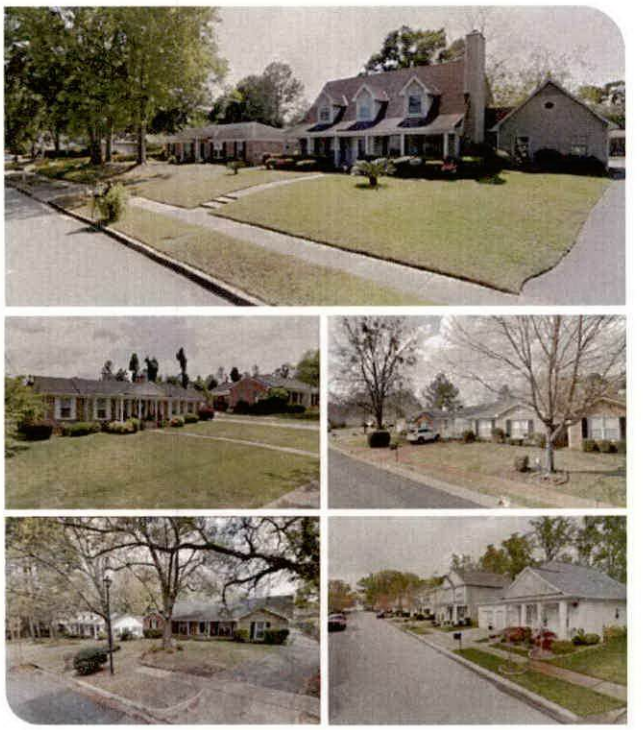
□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example



Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.
This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

Primary Uses

- Commercial
- Office

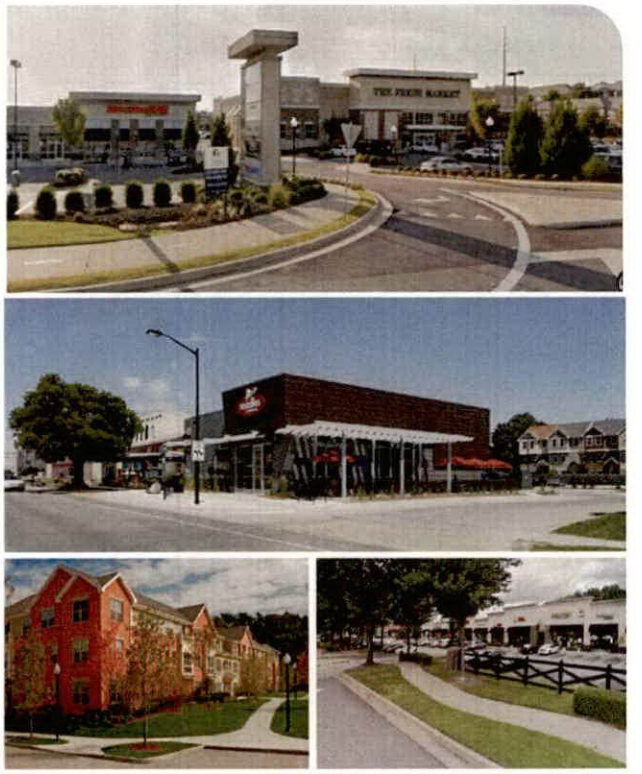
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



R E S O L U T I O N

Sponsored by: *Councilmember Josh Woods, District 6*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $**140.00** be transferred from the District 6 General Fund, Discretionary Account DSC-06, from General Fund Account 10041020-42080 to the **Connie Hudson Senior Center** and will be used **to assit with the fees associated with the Stone Ridge HOA meeting on March 12, 2026.**

Adopted:

_____
City Clerk

RESOLUTION

Sponsored by: Councilmember Ben Reynolds, District 4

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Roberts Company, Inc.
Location:	Corner Market 5831 Highway 90 Unit D Mobile, AL 36582

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/16/2026	TRANSFER - LOCATION	2026 - 5772	133191	4	February 24, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ROBERTS COMPANY INC

Trade Name (DBA)

CORNER MARKET

Location Address

5831 HWY 90 UNIT D

City, State, Zip Code

MOBILE AL 36582

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
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License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ROBERTS COMPANY INC

Trade Name (DBA)

CORNER MARKET

Location Address

5831 HWY 90 UNIT D

City, State, Zip Code

MOBILE AL 36582

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/16/2026	TRANSFER - LOCATION	2026 - 5772	133191	4	February 24, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
ROBERTS COMPANY INC	CORNER MARKET

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	12/04/1972	49743	MS	

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number
72-0719149	R012668572	

Physical Address (Street Address, Suite #)	City	State	Zip Code
5831 HWY 90 UNIT D	MOBILE	AL	36582

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
P. O. BOX 16569	HATTIESBURG	MS	39404

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
GROCERY/MARKET STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
EMELIE LOWREY	ACCT MANAGEI			

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
WINN DIXIE MONTGOMERY LLC	WINN DIXIE 580

ABC License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)	050-001076649	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
GRANDLAND 2 LLC		

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
46,422	0	YES	NO	SHOPPING CENTER	

Do the premises have a fully equipped/operational kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Is the business equipped with services and facilities for on premises consumption? NO

Will the business be operated primarily as a package store? NO

Applicant/POA Initials JE POA

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
FORREST DAVID ROBERTS	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
FORREST DAVID ROBERTS 111	CEO		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials JE POA

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

JE POA

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

JE POA

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

JE POA

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

JE POA

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

JE POA

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

JE POA

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

JE POA

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
JOEL EDWARDS	2-19-26
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
JE POA	COO

Sworn to and subscribed before me this 19th day of February 2026

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris	Tara Lynn Harris	02-11-2030

TARA LYNN HARRIS
My Commission Expires
February 11, 2030

STATE OF ALABAMA NOTARY PUBLIC

TARA LYNN HARRIS
My Commission Expires
February 11, 2030

Signature Page

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/16/2026	TRANSFER - LOCATION	2026 - 5772	133191	4	February 24, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ROBERTS COMPANY INC

Trade Name (DBA)

CORNER MARKET

Location Address

5831 HWY 90 UNIT D

City, State, Zip Code

MOBILE AL 36582

Contact Person Information				
Name	Title	POA	Phone	Email
EMELIE LOWREY	ACCT MANAGER			

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 01/16/2026

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

ROBERTS COMPANY INC

dba CORNER MARKET

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

5831 HWY 90 UNIT D , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on February 24, 2026 for application number 2026 - 5772

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

POA

Applicant/POA Signature

Tara Harris

Revenue Department Representative

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ROBERTS COMPANY INC

Trade Name (DBA)

CORNER MARKET

Location Address

5831 HWY 90 UNIT D

Zip Code

36582

Application Number

2026 - 5772

Notice Post Date @ Location

01/16/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

February 24, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

POA

Applicant/POA Signature

Tara Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260107151542386

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS

State: **County:**

Trade Name: CORNER MARKET

Filing Fee:

Applicant: ROBERTS COMPANY INC

Transfer Fee: $150.00

Location Address: 5831 HWY 90 UNIT D THEODORE, AL 36582

Mailing Address: P O BOX 16569 HATTISBURG, MS 39404

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 01 **Type Ownership:** CORPORATION

Book, Page, or Document info: 49743

Do you sell Draft Beer?: N/A

Date Incorporated: 12/04/1972 **State incorporated:** MS **County Incorporated:** FORREST

Date of Authority: 08/19/2025

Federal Tax ID: 72-0719149 **Alabama State Sales Tax ID:** R012668572

Name:	Title:	Date and Place of Birth:	Residence Address:
FORREST DAVID ROBERTS	OWNER-CHAIRMAN		
FORREST DAVID ROBERTS III	CEO		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

TP1T

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260107151542386

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: EMELIE LOWREY
Business Phone:
Fax:

PREVIOUS LICENSE INFORMATION:
Trade Name: WINN DIXIE 580
Applicant: WINN DIXIE MONTGOMERY LLC

Previous License Number(s)
License 1: 050-001076649
License 2: 070-001076649

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260107151542386

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: SOUTHERN BUYERS GROUP LLC 504-593-0400

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 46422 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER License covers: OTHER

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence:

Location is within: COUNTY LIMITS Police protection: COUNTY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260107151542386

Signature page

Initial each	
FDR	In reference to law violations, I attest to the truthfulness of the responses given within the application.
FDR	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
FDR	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
FDR	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
FDR	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
FDR	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
FDR	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Forrest David Roberts III

Signature of Applicant: Forrest D. Roberts III

Notary Name (print): Carrie Lynn Wright

Notary Signature: Carrie Lynn Wright

Commission expires: May 15, 2026

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF MISSISSIPPI
CARRIE LYNN WRIGHT
ID NO. 108959
Commission Expires
05/15/2026
NOTARY PUBLIC
LAMAR COUNTY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260107151542386

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260107151542386

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260107151542386

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
WINN DIXIE MONTGOMERY LLC
Address: 5827 D HIGHWAY 90 W
THEODORE, AL 36582
Telephon

NEW APPLICANT:
ROBERTS COMPANY INC
Address: P O BOX 16569
HATTISBURG, MS 39404
Telephone

Current License No: 050-001076649
070-001076649

LICENSED PREMISES ADDRESS: 5827 HWY 90 STE D THEODORE, AL 36582

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the ____ day of January, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: Gary Wayne Crow
Title: District Director

NEW LICENSEE (APPLICANT)

Print Name:
Title:

WITNESS: (By ABC Enforcement) _____
Revised 9/08

Leigh Calmes

LEIGH CALMES
Notary Public
Notary ID No.161967
State of Louisiana

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260107151542386

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HATTISBURG, MS 39404
Telephor

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The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

STATE OF MISSISSIPPI
CARRIE LYNN WRIGHT
ID NO. 108958
Commission Expires
05/15/2026
NOTARY PUBLIC
LAMAR COUNTY

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 9 day of January, 2026

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name:
Title:

NEW LICENSEE (APPLICANT)

Forest D. Roberts III

Print Name: Forest David Roberts
Title: CEO

WITNESS: (By ABC Enforcement) _____
Revised 8/08

Notary Signature: Carrie Lynn Wright
Notary Printed: Carrie Lynn Wright
Commission Expires: May 15, 2026

RECEIVED
NOV 18 2025
Roberts Company

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
Mississippi Bureau of Investigation
Mississippi Criminal Information Center

ROBERTS COMPANY
1612 ADELINE ST
HATTIESBURG, MS 39401

To Whom It May Concern:

The Mississippi Criminal Information Center (MCIC) of the Mississippi Bureau of Investigation (MBI) has completed the following fingerprint and/or name-based submission on the following:

ROBERTS, FORREST D III

On November 13, 2025 on Center (MCIC) conducted a fingerprint and/or name ne search revealed **NO PRIOR ARREST** data at the MCIC.

On that same date, the MCIC conducted a search of the **Mississippi Sex Offender Registry** system. **NO REGISTRATION RECORD**

This criminal background check reflects information contained in the criminal history file of MCIC on the date it was prepared. If information is needed later, a new inquiry must be made.

Use of this information is subject to state and federal law and is limited to the purpose stated in the inquiry. Misuse is subject to criminal and civil penalty.

Respectfully,

K. WILLIAMS
Background and Special Processing Division

3891 Highway 468 West • Pearl, MS 39208 • Tel: (601) 933-2600 • Fax: (601) 933-2660

Mississippi Bureau of Investigation
Mississippi Criminal Information Center
3891 HWY 468 WEST PEARL, MS 39208

AUTHORIZATION TO RELEASE BACKGROUND INFORMATION

3

THIS FORM MUST BE COMPLETED, SIGNED, AND PRINTED LEGIBLE. (PLEASE PROVIDE A COPY OF YOUR STATE ID OR DRIVER LICENSE)
NOTE: ALL BACKGROUND CHECKS MAY TAKE UP TO 30 DAYS TO BE COMPLETED.

IF THE CRIMINAL BACKGROUND CHECK RESULTS ARE TO BE RELEASED TO A THIRD PARTY, YOU MUST PROVIDE THE THIRD-PARTY NAME AND MAILING ADDRESS IN BLOCKS 11, 12, 13, 14 & 15.

IF THE CRIMINAL BACKGROUND CHECK RESULTS ARE TO BE FAXED, YOU MUST PROVIDE A FAX NUMBER IN BLOCK 16.

SUBMIT THIS FORM WITH A $32.00 MONEY ORDER TO:	MS BUREAU OF INVESTIGATION ATTN: CIC/BACKGROUND CHECKS 3891 HIGHWAY 468WEST PEARL, MISSISSIPPI 39208
MONEY ORDER # 38219611342	

REASON FOR CRIMINAL BACKGROUND CHECK: ☐ ADOPTION ☐ IMMIGRATION ☑ OTHER

1. NAME (LAST,FIRST & MIDDLE INITIAL)	2. ADDRESS		
Roberts Forrest P. III			
3. CITY	4. STATE	5. ZIP CODE	
6. SOCIAL SECURITY NO.	7. DOB (YYYYMMDD)	8. RACE	9. SEX ☑ Male ☐ Female
		W	

I AUTHORIZE AND CONSENT TO RELEASE A (FINGERPRINT) OR (NAME) BASED BACKGROUND CHECK TO:

11. NAME (LAST, FIRST & MIDDLE INITIAL)	12. ADDRESS		
Roberts Company Inc.			
13. CITY	14. STATE	15. ZIP CODE	16. FAX NO.

AND, REQUEST THE INSPECTION OF ANY AND ALL CRIMINAL RECORDS INFORMATION IN THE POSSESSION OF OR ACCESSIBLE BY THE MISSISSIPPI JUSTICE INFORMATION CENTER, INCLUDING, BUT NOT LIMITED TO, ANY PAST HISTORY OF A CRIMINAL OFFENSE(S) FOR WHICH I MAY HAVE BEEN CHARGED OR CONVICTED.

BY GIVING THE ABOVE-DESCRIBED RELEASE, I HEREBY WAIVE ANY AND ALL CLAIMS OR LIABILITY FOR COMPLIANCE WHICH I MAY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST THE STATE OF MISSISSIPPI, THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, THE MISSISSIPPI BUREAU OF INVESTIGATION, AND THE MISSISSIPPI JUSTICE INFORMATION CENTER, IT'S EMPLOYEES AND AGENTS, CONCERNING SAID INFORMATION, AND DO HEREBY INDEMNIFY THE STATE OF MISSISSIPPI, THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, THE MISSISSIPPI BUREAU OF INVESTIGATION, AND THE MISSISSIPPI JUSTICE INFORMATION CENTER, IT'S EMPLOYEES AND AGENTS, AGAINST ANY AND ALL FUTURE ACTIONS WITH REFERENCE TO THE RELEASE OF THE ABOVE-DESCRIBED INFORMATION AND THE CIRCUMSTANCES SURROUNDING THE SAME.

SIGNATURE	DATE
Forrest P. Roberts III	11/05/2025

State of Mississippi, County of Forrest
Signed and sworn (or affirmed) before me on 11/05/2025 [date] by Forrest P. Roberts III [names(s) of person(s) making statement].

[Seal] My Commission Expires: May 15, 2028 Notary Signature: Carrie Lynn Knight

STATE OF MISSISSIPPI CARRIE LYNN KNIGHT ID NO. 108959 Commission Expires 05/15/2028 NOTARY PUBLIC LAMAR COUNTY

FORM CIC/SPU 2.0 (12/2019) CIC POLICY: 9.006

FORREST COUNTY SHERIFF'S OFFICE
55 ARENA DRIVE
POST OFFICE BOX 747
HATTIESBURG, MS 39403-0747

PERMISSION FORM/BACKGROUND CHECK

NAME Forrest David Roberts III SSN

ADDRESS

RACE Wh GENDER (M/F) M DOB

I HEREBY AUTHORIZE THE RELEASE OF ANY **ARREST RECORD IN MY HISTORY THAT MAY BE FOUND WITHIN FORREST COUNTY SHERIFF'S OFFICE RECORDS TO THE FOLLOWING AGENCY:

Forrest CO. Sheriffs Office. (REQUESTING AGENCY or SELF)

THE AGENCY IS CONDUCTING THIS BACKGROUND INVESTIGATION FOR THE PURPOSE OF:

Store Owner / Alabang (HOUSING, EMPLOYMENT, CHILDCARE, MILITARY, ETC)

SIGNATURE AND DATE:

(BY SIGNING YOU ARE AUTHORIZING THE BACKGROUND CHECK TO BE CONDUCTED)

[X] NO ARREST RECORD FOUND

[ ] ARREST RECORD FOUND/SEE BELOW

CHARGES:

Nothing Active. W/FCSO

NO RECORDS FOUND WITH THE FORREST COUNTY SHERIFF'S DEPARTMENT

~~CHARLIE SIMS, SHERIFF OF FORREST COUNTY~~
P.O. BOX 747
~~HATTIESBURG, MS 39403~~

Ashley Hartfield 9-22-25
Signature Date of Records Checked

RECORDS CHECK BY: J. Humphrey MAJ. Forrest CO. S.O.

TITLE: MAJOR DATE: 09-22-25

**THIS IS NOT A NCIC BACKGROUND CHECK AND COVERS ONLY RECORDS WITHIN FORREST COUNTY AND DOES NOT INCLUDE HATTIESBURG POLICE DEPARTMENT RECORDS. DISPOSITION OF CHARGES AND TRAFFIC VIOLATIONS ARE AVAILABLE THROUGH JUSTICE COURT AND FELONIES THROUGH CIRCUIT COURT.

RECEIVED
NOV 18 2025
Roberts Company

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
Mississippi Bureau of Investigation
Mississippi Criminal Information Center

ROBERTS COMPANY

To Whom It May Concern:

The Mississippi Criminal Information Center (MCIC) of the Mississippi Bureau of Investigation (MBI) has completed the following fingerprint and/or name-based submission on the following:

ROBERTS, FORREST D

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This criminal background check reflects information contained in the criminal history file of MCIC on the date it was prepared. If information is needed later, a new inquiry must be made.

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Respectfully,

K. WILLIAMS
Background and Special Processing Division

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Mississippi Bureau of Investigation
Mississippi Criminal Information Center
3891 HWY 468 WEST PEARL, MS 39208

AUTHORIZATION TO RELEASE BACKGROUND INFORMATION

2

THIS FORM MUST BE COMPLETED, SIGNED, AND PRINTED LEGIBLE. (PLEASE PROVIDE A COPY OF YOUR STATE ID OR DRIVER LICENSE)
NOTE: ALL BACKGROUND CHECKS MAY TAKE UP TO 30 DAYS TO BE COMPLETED.

IF THE CRIMINAL BACKGROUND CHECK RESULTS ARE TO BE RELEASED TO A THIRD PARTY, YOU MUST PROVIDE THE THIRD-PARTY NAME AND MAILING ADDRESS IN BLOCKS 11, 12, 13, 14 & 15.

IF THE CRIMINAL BACKGROUND CHECK RESULTS ARE TO BE FAXED, YOU MUST PROVIDE A FAX NUMBER IN BLOCK 16.

SUBMIT THIS FORM WITH A $32.00 MONEY ORDER TO:	MS BUREAU OF INVESTIGATION ATTN: CIC/BACKGROUND CHECKS 3891 HIGHWAY 468WEST PEARL, MISSISSIPPI 39208
MONEY ORDER # 38219611353	

REASON FOR CRIMINAL BACKGROUND CHECK: ☐ ADOPTION ☐ IMMIGRATION ☑ OTHER

1. NAME (LAST,FIRST & MIDDLE INITIAL)	2. ADDRESS		
ROBERTS, Forrest D			
3. CITY	4. STATE	5. ZIP CODE	
SOCIAL SECURITY NO.	7. DOB (YYYYMMDD)	8. RACE	9. SEX ☑ Male ☐ Female
			10. PHONE NO.

I AUTHORIZE AND CONSENT TO RELEASE A (FINGERPRINT) OR (NAME) BASED BACKGROUND CHECK TO:

11. NAME (LAST, FIRST & MIDDLE INITIAL)	12. ADDRESS	
Roberts, Company		
13. CITY	14. ZIP CODE	16. FAX NO.

AND, REQUEST THE INSPECTION OF ANY AND ALL CRIMINAL RECORDS INFORMATION IN THE POSSESSION OF OR ACCESSIBLE BY THE MISSISSIPPI JUSTICE INFORMATION CENTER, INCLUDING, BUT NOT LIMITED TO, ANY PAST HISTORY OF A CRIMINAL OFFENSE(S) FOR WHICH I MAY HAVE BEEN CHARGED OR CONVICTED.

BY GIVING THE ABOVE-DESCRIBED RELEASE, I HEREBY WAIVE ANY AND ALL CLAIMS OR LIABILITY FOR COMPLIANCE WHICH I MAY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST THE STATE OF MISSISSIPPI, THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, THE MISSISSIPPI BUREAU OF INVESTIGATION, AND THE MISSISSIPPI JUSTICE INFORMATION CENTER, IT'S EMPLOYEES AND AGENTS, CONCERNING SAID INFORMATION, AND DO HEREBY INDEMNIFY THE STATE OF MISSISSIPPI, THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, THE MISSISSIPPI BUREAU OF INVESTIGATION, AND THE MISSISSIPPI JUSTICE INFORMATION CENTER, IT'S EMPLOYEES AND AGENTS, AGAINST ANY AND ALL FUTURE ACTIONS WITH REFERENCE TO THE RELEASE OF THE ABOVE-DESCRIBED INFORMATION AND THE CIRCUMSTANCES SURROUNDING THE SAME.

SIGNATURE	DATE
Forrest D Roberts	11/4/2025

State of Mississippi, County of Forrest
Signed and sworn (or affirmed) before me on 11/4/2025 [date] by Forrest D. Roberts [names(s) of person(s) making statement].

[Seal] My Commission Expires: May 15, 2026 Notary Signature: Carrie Lynn Wright

STATE OF MISSISSIPPI
CARRIE LYNN WRIGHT
ID NO. 108959
Commission Expires
05/15/2026
NOTARY PUBLIC
LAMAR COUNTY

FORM CIC/SPU 2.0 (12/2019) CIC POLICY: 9.006

FORREST COUNTY SHERIFF'S OFFICE
55 ARENA DRIVE
POST OFFICE BOX 747
HATTIESBURG, MS 39403-0747

PERMISSION FORM/BACKGROUND CHECK

NAME Forrest David Roberts SSN _____

ADDRESS _____

RACE W GENDER (M/F) M DOB _____

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Forrest Co. Sheriff's Office (REQUESTING AGENCY or SELF)

THE AGENCY IS CONDUCTING THIS BACKGROUND INVESTIGATION FOR THE PURPOSE OF:

Store Owner Grocery Market Alabama (HOUSING, EMPLOYMENT, CHILDCARE, MILITARY, ETC)

SIGNATURE AND DATE: X Forrest D Roberts

(BY SIGNING YOU ARE AUTHORIZING THE BACKGROUND CHECK TO BE CONDUCTED)

[X] NO ARREST RECORD FOUND

[ ] ARREST RECORD FOUND/SEE BELOW

CHARGES:

Nothing Active W/FCSO

NO RECORDS FOUND WITH THE FORREST COUNTY SHERIFF'S DEPARTMENT

CHARLIE SIMS, SHERIFF OF FORREST COUNTY
P.O. BOX 747
HATTIESBURG, MS 39403

Signature 9-22-25 Date of Records Checked

RECORDS CHECK BY: J. Humphrey MAJ. Forrest Co. Sheriff's Office

TITLE: Major DATE: 09-22-25

**THIS IS NOT A NCIC BACKGROUND CHECK AND COVERS ONLY RECORDS WITHIN FORREST COUNTY AND DOES NOT INCLUDE HATTIESBURG POLICE DEPARTMENT RECORDS. DISPOSITION OF CHARGES AND TRAFFIC VIOLATIONS ARE AVAILABLE THROUGH JUSTICE COURT AND FELONIES THROUGH CIRCUIT COURT.

F0012
Fee: $ 50

Michael Watson
SECRETARY OF STATE

2021401819

Business ID: 739264
Filed: 10/14/2021 03:23 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Restatement of Articles of Incorporation

Business Information

Business Type: Domestic Profit Corporation
Business Name: ROBERTS COMPANY, INC.
Business Email: eli@robertscompanyinc.com

Statement

See attached Articles of Amendment, including First Amended and Restated Articles of Incorporation filed this same date with the Mississippi Secretary of State as an Amendment.

☑ All new amendments in this restatement were approved and adopted according to Mississippi law.

☐ There are no new amendments in this restatement.

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***10/14/2021.***

Name:
Forrest David Roberts
President

Address:

ARTICLES OF AMENDMENT
OF
ROBERTS COMPANY, INC.

August 5, 2021

Pursuant to the provisions of Section 10.06 of the Mississippi Business Corporation Act (the "*Act*"), Roberts Company, Inc., a Mississippi corporation (the "*Corporation*"), hereby files these Articles of Amendment (these "*Articles of Amendment*") for the purposes of amending, consolidating all prior amendments to, and superseding the current Articles of Incorporation of the Corporation, as amended, with the attached First Amended and Restated Articles of Incorporation of the Corporation.

The Corporation does hereby certify as follows:

FIRST: The name of the Corporation is Roberts Company, Inc.

SECOND: The attached First Amended and Restated Articles of Incorporation consolidate all amendments into a single document.

THIRD: The attached First Amended and Restated Articles of Incorporation were duly approved by the shareholders of the Corporation on August 5, 2021, in accordance with the provisions of Section 10.03 of the Act and the current Articles of Incorporation of the Corporation, as amended, following a recommendation by the Board of Directors of the Corporation.

[*Signature page follows*]

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed by its duly authorized officer as of the date first above written.

ROBERTS COMPANY, INC.

By: _____
Name: Forrest David Roberts
Title: Authorized Person

10419379.1

FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION OF ROBERTS COMPANY, INC.

ARTICLE 1
NAME

The name of the corporation (hereinafter referred to as the "***Corporation***") shall be Roberts Company, Inc.

ARTICLE 2
DURATION

The duration and existence of the Corporation shall be perpetual.

ARTICLE 3
PURPOSE

The Corporation is a for-profit entity organized and it shall be operated for the purpose of engaging in any lawful business for which corporations may be engaged under the Mississippi Business Corporation Act, Miss. Code Ann. §§ 79-4-1.01, *et seq.*, as amended (the "***Act***").

ARTICLE 4
BOARD OF DIRECTORS

All corporate powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, a Board of Directors. All of the powers and duties conferred or imposed on a board of directors by the Act shall be exercised or performed by the Board of Directors. The number of directors, the initial Board of Directors, the qualifications for directors, and the terms each shall serve shall be provided in the Bylaws of the Corporation.

ARTICLE 5
BYLAWS

The Board of Directors of the Corporation shall adopt, amend, and repeal Bylaws governing the conduct of the business and affairs of the Corporation.

ARTICLE 6
REGISTERED OFFICE AND AGENT

The principal office and registered agent of the Company shall be that place and person on file with the Mississippi Secretary of State. The Board of Directors of the Corporation may update the principal office or registered agent at any time by making the appropriate filing with the Mississippi Secretary of State.

ARTICLE 7
CAPITAL STOCK

The Corporation is authorized to issue eight and one-half (8.5) shares of voting common stock with no par value (the "***Voting Common Stock***") and seventy-six and one-half (76.5) shares of non-voting common stock with no par value (the "***Non-Voting Common Stock***").

ARTICLE 8
VOTING OF SHARES

Each holder of Voting Common Stock shall be entitled to one vote for each share of Voting Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. The holders of Non-Voting Common Stock shall have no voting power and shall not be entitled to vote on any matter except as otherwise required by law. Non-Voting Common Stock shall in all other respects carry the same rights and privileges as Voting Common Stock (including in respect of dividends and in respect of distributions upon dissolution, liquidation, or winding up of the Corporation) and be treated the same as Voting Common Stock (including in any merger, consolidation, share exchange, reclassification, or other similar transaction); provided that, if the Corporation shall in any manner split, subdivide or combine (including by way of a dividend payable in shares of Voting Common Stock or Non-Voting Common Stock) the outstanding shares of Voting Common Stock or Non-Voting Common Stock, the outstanding shares of the other such class of stock shall likewise be split, subdivided, or combined in the same manner proportionately and on the same basis per share; and provided further, no dividend payable in Voting Common Stock shall be declared on the Non-Voting Common Stock and no dividend payable in Non-Voting Common Stock shall be declared on the Voting Common Stock, but instead, in the case of a stock dividend, each class of Common Stock shall receive such dividend in like stock.

ARTICLE 9
LIMITATION OF LIABILITY

To the fullest extent that the Act, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of duty of care or other duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE 10
EFFECTIVE DATE

These Amended and Restated Articles of Incorporation shall be effective on the date that they are filed with the Mississippi Secretary of State.

#L9743 $10,000 36

State of Mississippi

Office of Secretary of State
Jackson

Certificate of Incorporation

of

R & M FOODS, INC.

The undersigned, as Secretary of State of the State of Mississippi, hereby certifies that duplicate originals of Articles of Incorporation for the above named corporation duly signed and verified pursuant to the provisions of the Mississippi Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this CERTIFICATE OF INCORPORATION, and attaches hereto a duplicate original of the Articles of Incorporation.

Given under my hand and Seal of Office, this the 4th day of December, 1972.

SECRETARY OF STATE.

SECRETARY OF STATE * OFFICIAL * STATE OF MISSISSIPPI

C-9

(TO BE EXECUTED IN DUPLICATE)

ARTICLES OF INCORPORATION

OF

R & M FOODS, INC.

FILED
DEC - 4 1972
HEGER LADNER
SECRETARY
OF STATE

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Mississippi Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is R & M FOODS, INC.

SECOND: The period of its duration is NINETY-NINE (99) YEARS
(May not exceed 99 years)

THIRD: The specific purpose or purposes for which the corporation is organized stated in general terms are:

To own, operate, build, enlarge, and control any and all kinds of buildings, businesses, including, but not limited to, the grocery business; to engage in the business of buying, selling, and developing real estate; to own, lease, and operate grocery stores; to sell, both at wholesale and at retail, all kinds of foods, foodstuffs, and food products, oil, gas, and other petroleum products; to merchandise, either at wholesale or retail, any food products and all related lines; to buy, sell, lease, manage, or otherwise encumber; to sell and dispose of real and personal property of all kinds and descriptions; to do all other things deemed necessary and essential to the proper conduct of the business; and, in addition to the foregoing rights and powers, those conferred by Chapter 4, Title 21 of the Code of Mississippi of 1942, and amendments thereto.

(It is not necessary to set forth in the Articles of Incorporation any of the powers set forth in section 4 of the Mississippi Business Corporation Act).

(Use the following if the shares are to consist of one class only)
FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 100 shares of the par value of One Hundred and No/100 Dollars ($ 100.00) each (or without par value) (par value or sales price shall not be less than $1.00 per share) (If no par shares are set out, then the sales price per share, if desired)

(Use the following if the shares are divided into classes)
FOURTH: The aggregate number of shares which the corporation is authorized to issue is N/A, divided into classes. The designation of each class, the number of shares of each class and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

Number of Shares	Class	Series (If any)	Par Value per Share or Statement That Shares are Without Par Value
N/A			

C-8

The preferences, limitations and relative rights in respect of the shares of each class and the variations in the relative rights and preferences as between series of any perferred or special class in series are as follows: (Insert a statement of any authority to be vested in the board of directors to establish series and fix and determine the variations in the relative rights and preferences as between series)

N/A

FIFTH: The corporation will not commence business until consideration of the value of at least $1,000 has been received for the issuance of shares.

SIXTH: Provisions granting to shareholders the preemptive right to acquire additional or treasury shares of the corporation are:

The shareholders shall have the preemptive right to acquire additional shares of unissued authorized capital stock in the proportion that the original shares held by them bear to the entire amount of the original shares outstanding.

SEVENTH: The post office address of its initial registered office is 1507 Hardy Street, Hattiesburg, Mississippi 39401 (Street and Number) (City) (State), and the name of its initial registered agent at such address is H. David Roberts.

EIGHTH: The number of directors constituting the initial board of directors of the corporation, which must be not less than three (3), is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

NAME	STREET AND POST OFFICE ADDRESS
H. David Roberts	
Robert C. Martin	
Carolyn W. Roberts	

NINTH: The name and post office address of each incorporator is:

NAME	STREET AND POST OFFICE ADDRESS
H. David Roberts	
Robert C. Martin	
~~XXXXXXXXXXXXXXXX~~	

(Here set forth any provision, not inconsistent with law, which the incorporators choose to insert in these Articles of Incorporation, including, any provision restricting the transfer of shares of stock of the corporation, or permitted to be set forth in the by-laws)

Dated September 12, 1972.

H. DAVID ROBERTS

ROBERT C. MARTIN

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

County of FORREST

This day personally appeared before me, the undersigned authority in and for the aforesaid county and state, H. DAVID ROBERTS, ROBERT C. MARTIN, _____, _____, _____

incorporators of the corporation known as the R & M FOODS, INC. who acknowledged that they signed and executed the above and foregoing articles of incorporation as their act and deed on this the 12th day of September, 1972.

Notary Public

My Commission Expires May 2, 1974

My Commission expires _____

(NOTARIAL SEAL)

Note: On all addresses the street and number must be shown if there is a street or number.)

C-8

#49743 $10,000 $36

State of Mississippi

Office of Secretary of State
Jackson

Certificate of Incorporation

of

R & M FOODS, INC.

The undersigned, as Secretary of State of the State of Mississippi, hereby certifies that duplicate originals of Articles of Incorporation for the above named corporation duly signed and verified pursuant to the provisions of the Mississippi Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this CERTIFICATE OF INCORPORATION, and attaches hereto a duplicate original of the Articles of Incorporation.

Given under my hand and Seal of Office,
this the 4th day of December,
1972.

SECRETARY OF STATE

SECRETARY OF STATE
OFFICIAL
STATE OF MISSISSIPPI

C9

The preferences, limitations and relative rights in respect of the shares of each class and the variations in the relative rights and preferences as between series of any perferred or special class in series are as follows: (Insert a statement of any authority to be vested in the board of directors to establish series and fix and determine the variations in the relative rights and preferences as between series)

N/A

FIFTH: The corporation will not commence business until consideration of the value of at least $1,000 has been received for the issuance of shares.

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The shareholders shall have the preemptive right to acquire additional shares of unissued authorized capital stock in the proportion that the original shares held by them bear to the entire amount of the original shares outstanding.

SEVENTH: The post office address of its initial registered office is ____

(Street and Number) (City) (State)

_____, and the name of its initial registered agent at such address is H. David Roberts

EIGHTH: The number of directors constituting the initial board of directors of the corporation, which must be not less than three (3), is three (3) and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

NAME	STREET AND POST OFFICE ADDRESS
H. David Roberts	
Robert C. Martin	
Carolyn W. Roberts	

F0012
Fee: $ 50

Michael Watson
SECRETARY OF STATE

2021401819

Business ID: 739264
Filed: 10/14/2021 03:23 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Restatement of Articles of Incorporation

Business Information

Business Type: Domestic Profit Corporation
Business Name: ROBERTS COMPANY, INC.
Business Email:

Statement

See attached Articles of Amendment, including First Amended and Restated Articles of Incorporation filed this same date with the Mississippi Secretary of State as an Amendment.

☑ All new amendments in this restatement were approved and adopted according to Mississippi law.

☐ There are no new amendments in this restatement.

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***10/14/2021.***

Name: Forrest David Roberts
President

Address:

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed by its duly authorized officer as of the date first above written.

ROBERTS COMPANY, INC.

By: _____
Name: Forrest David Roberts
Title: Authorized Person

ARTICLE 7
CAPITAL STOCK

The Corporation is authorized to issue eight and one-half (8.5) shares of voting common stock with no par value (the "***Voting Common Stock***") and seventy-six and one-half (76.5) shares of non-voting common stock with no par value (the "***Non-Voting Common Stock***").

ARTICLE 8
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Each holder of Voting Common Stock shall be entitled to one vote for each share of Voting Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. The holders of Non-Voting Common Stock shall have no voting power and shall not be entitled to vote on any matter except as otherwise required by law. Non-Voting Common Stock shall in all other respects carry the same rights and privileges as Voting Common Stock (including in respect of dividends and in respect of distributions upon dissolution, liquidation, or winding up of the Corporation) and be treated the same as Voting Common Stock (including in any merger, consolidation, share exchange, reclassification, or other similar transaction); provided that, if the Corporation shall in any manner split, subdivide or combine (including by way of a dividend payable in shares of Voting Common Stock or Non-Voting Common Stock) the outstanding shares of Voting Common Stock or Non-Voting Common Stock, the outstanding shares of the other such class of stock shall likewise be split, subdivided, or combined in the same manner proportionately and on the same basis per share; and provided further, no dividend payable in Voting Common Stock shall be declared on the Non-Voting Common Stock and no dividend payable in Non-Voting Common Stock shall be declared on the Voting Common Stock, but instead, in the case of a stock dividend, each class of Common Stock shall receive such dividend in like stock.

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LIMITATION OF LIABILITY

To the fullest extent that the Act, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of duty of care or other duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE 10
EFFECTIVE DATE

These Amended and Restated Articles of Incorporation shall be effective on the date that they are filed with the Mississippi Secretary of State.

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0424556121
Nov. 19, 2003 LTR 147C
72-0719149 200309 01 000
04077
BODC: LM

ROBERTS COMPANY INC
PO BOX 16569
HATTIESBURG MS 39404-6569~~6599~~

Employer Identification Number: 72-0719149

Dear Taxpayer:

Thank you for the inquiry dated Oct. 24, 2003.

Your employer identification number (EIN) is 72-0719149. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence or documents.

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Nadine Wille

Nadine Wille
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter

IRS operative
1752445

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Corner Market Grocery Depot Inc

The legal name of the entity in the jurisdiction of formation is Roberts Company Inc. This name reservation is for the exclusive use of Roberts Company Inc, PO Box 16569, Hattiesburg, MS 39404 for a period of one year beginning August 19, 2025 and expiring August 19, 2026

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

August 19, 2025

Date

RES237247

Wes Allen **Secretary of State**

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

ROBERTS COMPANY INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012668572	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd

Deputy Commissioner

NAICS CODE: 445110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1235 S MCKENZIE ST FOLEY AL 36535-1818
1612 ADELINE ST HATTIESBURG MS 39401-6266
5831 HIGHWAY 90 UNIT D THEODORE AL 36582-1621

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535] or this should be included on your deed and/or lease paperwork

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by J. Roberts Company

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 19th day of January 2026

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Brennan Dorsey		at Death

Notary Stamp

BRENNAN DORSEY
NOTARY PUBLIC
BAR NO. 40601 - ID NO. 198132
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

Owner of Property (Print Name)	Applicant Name (Print Name)
G. Paul Dorsey, III	Forrest Roberts
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address

Date Agreement Signed
1/19/26

Revision Date 10.23.2023

| Application Property Ownership

ASSIGNMENT AND ASSUMPTION OF LEASE
(ACQUIRED STORE #580)

This Assignment and Assumption of Lease (this "Assignment") is made effective as of January 6, 2026 (the "Effective Date"), by and between: (i) Winn-Dixie Montgomery Leasing, LLC, a Florida limited liability company ("Seller Lessee"); and (ii) Roberts Company, Inc., a Mississippi corporation ("Purchaser").

Seller Lessee is the tenant under that certain Lease, dated October 11, 1984, together with all amendments, modifications and supplements thereto (collectively, the "Lease"), for that certain leased premises located at 5827 Highway 90 West, Theodore, AL 36582, as more particularly described therein (the "Premises"). A copy of the Lease is attached as Exhibit A.

Pursuant to the terms of that certain Asset Purchase Agreement, dated October 20, 2025 (the "Purchase Agreement"), Seller Lessee agreed to assign the Lease to Purchaser and Purchaser agreed to assume the Lease from Seller Lessee, upon and subject to the terms, covenants and conditions contained in the Purchase Agreement. Unless otherwise provided herein, all capitalized words and terms in this Agreement shall have the same meanings ascribed to such words and terms as in the Purchase Agreement.

Accordingly, Seller Lessee desires to assign, and Purchaser desires to assume, any and all of Seller Lessee's rights, title and interests in and to and obligations under the Lease.

In consideration of the foregoing and the respective covenants, terms and conditions set forth herein, and intending to be legally bound hereby, Seller Lessee and Purchaser agree as follows:

1. Assignment and Assumption. Seller Lessee hereby assigns, sells, transfers, sets over and delivers unto Purchaser all of Seller Lessee's respective estates, rights, title and interests in and to and under the Lease. Purchaser hereby accepts the assignment of the Lease, assumes all of the obligations and liabilities under the Lease accruing from and after the Effective Date, and agrees to perform, pay, discharge and carry out as and when due all of the terms, covenants, conditions and obligations of the tenant under the Lease first accruing or arising from and after the Effective Date in accordance with the provisions of the Lease.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Acquired Store Assets and the Assumed Liabilities are incorporated herein by this reference. Purchaser and Seller Lessee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Governing Law. Notwithstanding the provisions of Section 9.06 in the Purchase Agreement, this Agreement shall be governed by and construed in accordance with the internal laws of the jurisdiction in which the Premises is located.

4. Counterparts. This Agreement may be signed in any number of counterparts, including electronic scan copies thereof delivered by electronic mail or by DocuSign, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

5. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

* * * * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGES]

Each of Seller Lessee and Purchaser have executed and delivered this Assignment and Assumption of Lease as of the Effective Date.

WINN-DIXIE MONTGOMERY LEASING, LLC

DocuSigned by:
By: Raymond Rhee
A1315CCD3594A2...
Name: Raymond Rhee
Title: Chief Financial Officer

ROBERTS COMPANY, INC.

DocuSigned by:
By: David Roberts
F6DBDF4F3B86426...
Name: David Roberts
Title: CEO

Community Risk Reduction Division
Mobile Fire Rescue Department

2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

Inspections Performed by the Community Risk Reduction Division of Mobile Fire and Rescue Department are Valid 365 Days from the Date Issued

Occupant Name:	CORNER MARKET	**Inspection Date:**	1/5/2026
Address:	5827 USHY 90 West	**InspectionType:**	Life Safety
City:	Theodore	**Inspected By:**	Wesley Foster
Suite:			

Insp. Result	Location	Code Set	Code
Pass		IFC 2021 SECTION 315 GENERAL STORAGE	315.3 - Combustible materials shall not be stored within 24" of ceiling height or 18" of sprinkler head. No storage allowed within 3' of any fire protection system. No combustible storage allowed in utility rooms or under stairways.
Pass		IFC 2021 SECTION 505 PREMISES IDENTIFICATION	505.1 - Address numeric size required to meet "Address Visibility Chart" for street address side of structure. All exterior doors of a multi-tenant structure shall identify the address of each tenant space. (see photo 1.1)
Pass		IFC 2021 SECTION 506 KEY BOXES	506.1 - Knox entry required for all structures with fire protection systems, gates blocking fire apparatus access and an elevator Knox box is required for all elevator lobbies with firefighter operating capabilities.
Pass		IFC 2021 SECTION 603 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS	603.1 - Electrical panels clear of storage, no open junction boxes or joined wires not in a junction box. Extension cords only for temporary use.
Pass		IFC 2021 SECTION 509 FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND ACCESS	509.1 - Identification of fire protection equipment, equipment rooms and all utility rooms. Interior 1" lettering. Exterior 2" lettering.
Pass		IFC 2021 SECTION 606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS	606.2 - Cooking that produces grease vapors shall not be allowed in a commercial business without correct fire protection and ventilation. (see photo 2.1)
Pass		IFC 2021 SECTION 606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS	606.3 - Commercial cooking equipment is operating as intended, maintained, and clean from grease accumulation. (see photo 3.1)
Pass		IFC 2021 SECTION 703 PENETRATIONS	703.1 - All fire rated construction maintained per the fire code.
Pass		IFC 2021 SECTION 807 DECORATIVE MATERIALS AND ARTIFICIAL DECORATIVE VEGETATION IN NEW AND EXISTING BUILDINGS	807.2 - Combustible decorative materials limited 10% of ceiling/wall area.
Pass		IFC 2021 SECTION 901 GENERAL	901.6 - Fire protection systems maintenance. (see photo 4.1)
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.1 - Extinguishers mounted in an accessible and visible location as required. (see photo 5.1)

Pass	IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.4.2 - Class K portable fire extinguishers for deep fat fryers. (see photo 6.1)
Pass	IFC 2021 SECTION 1003 GENERAL MEANS OF EGRESS	1003.6 - Obstructed means of egress.
Pass	IFC 2021 SECTION 1008 MEANS OF EGRESS ILLUMINATION	1008.2 - Emergency Lights - where required.
Pass	IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES	1010.1 - Fire emergency egress doors meet fire code requirements. (see photo 7.1)
Pass	IFC 2021 SECTION 1013 EXIT SIGNS	1013.1 - Exits and exit access doors shall be marked by an approved exit sign with secondary emergency power source. (see photo 8.1)
Pass	IFC 2021 SECTION 1203 EMERGENCY AND STANDBY POWER SYSTEMS	1203.5 - Emergency and standby power system maintenance.
Pass	IFC 2021 SECTION 903 AUTOMATIC SPRINKLER SYSTEMS	903.5 - Testing and maintenance. (see photo 9.1)

If you have any questions, please contact our office.

Inspector Comments: Inspection ok for business license. Inspector Foster 251-485-3030

Company Representative:



Joel Edwards
1/5/2026

Inspector:



Wesley Foster
1/5/2026

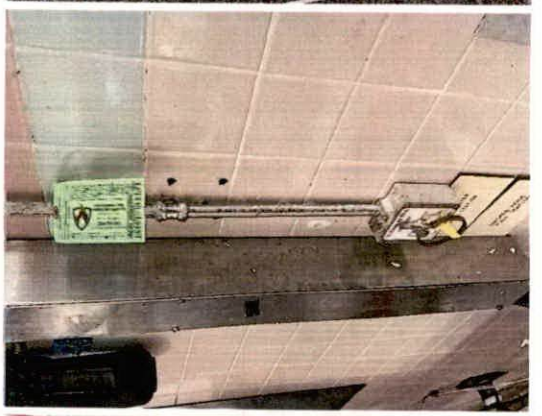
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3.1 -
606.3.



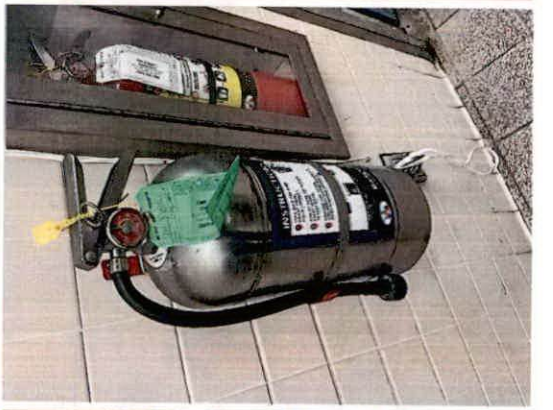
4.1 -
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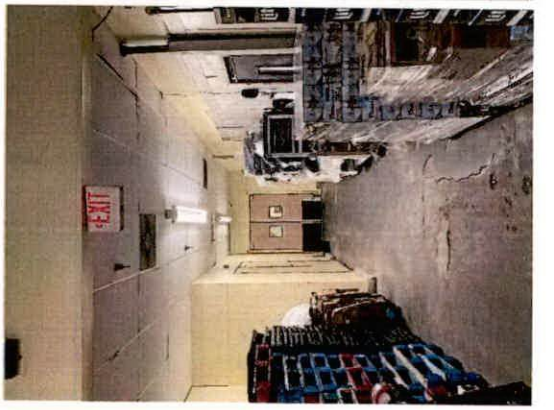
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906.4.2.



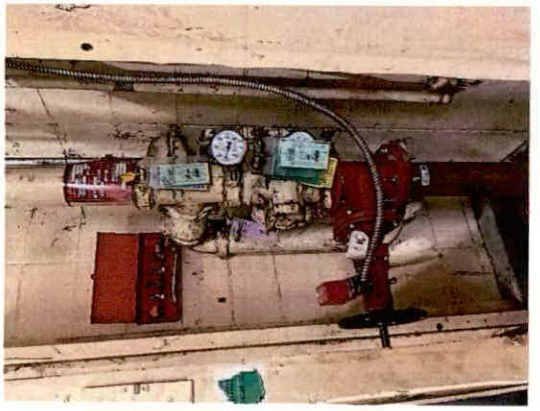
7.1 -
1010.1.



8.1 -
1013.1.



9.1 -
903.5.



Ref: 33480

IN WITNESS WHEREOF, the parties have duly signed, sealed and executed this Amendment in the presence of the subscribing witnesses effective as of the Effective Date.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

LANDLORD:

SOUTHERN BUYERS GROUP, LLC, an Alabama limited liability company

By: _____
Name: DANNY MANNING
Its: MANAGING MEMBER

WITNESSES:

_____
Print Name: Jessica Nelson

_____
Print Name: Mary Ann Hayden

TENANT:

WINN-DIXIE MONTGOMERY LEASING, LLC, a Florida limited liability company

By: _____
Name: Jordan Post
Title: ~~SVP, Real Estate~~

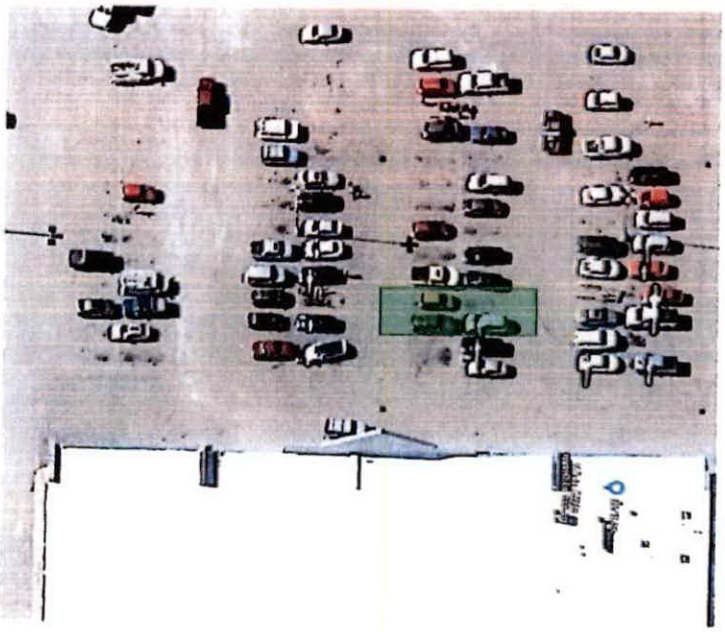
LEGAL APPROVED
ATTY: _____
DATE: 3/31/22

EXHIBIT A

TENANT'S DESIGNATED PARKING SPACES

[SEE ATTACHED]

#580: 5827-D Hwy 90 West Theodore Alabama



MOBILE COUNTY HEALTH DEPARTMENT
FOOD SERVICE ESTABLISHMENT INSPECTION REPORT
ALABAMA DEPARTMENT OF PUBLIC HEALTH (251) 690-8116

SCORE 98

LEGAL NOTICE TO THE OWNER OR MANAGER: You are respectfully notified of such violations of the Alabama State Board of Health Rules for Food Establishment Sanitation as are indicated by a circle in the Inspection Report. This report constitutes an official notice to comply with Chapter 420-3-22 of the aforesaid Rules within a period of _____ days. Failure to comply with this notice may result in cessation of food service food store operations. PRIORITY (*) AND PRIORITY FOUNDATION ITEMS REQUIRE IMMEDIATE ACTION.

ESTABLISHMENT NAME	OWNER OR MANAGER NAME
Corner Market #6049 - Bakery	

ADDRESS: 5827-D Highway 90 West Theodore AL ZIP CODE 36582

PERMIT NUMBER	MONTH	DAY	YEAR	TIME IN	TIME OUT	TYPE OF INSPECTION
097103	10	06	2026	0115	0200	☑1. REGULAR ☐3. TEMPORARY ☐2. SPECIAL ☐4. CLOSE-OUT

GRID	INSP #	PRIORITY CATEGORY	PERMITTED	SMOKE FREE	GREASE TRAP LID SECURE	LEGAL NOTICE	NO. OF P/PF ITEMS
1001	64	3	(YES) NO	(YES) NO	(YES) NO N/A	YES (NO)	

OK to be permitted for business license

MANAGEMENT AND PERSONNEL

1*	Personnel with infections restricted, excluded. Hands clean, properly washed. Bare hand contact. Commissary used.	5
2	Assignment of Person in Charge. Approved cooking. Nails. Authorized personnel. Food/Beverage Handler card.	4
3	No discharges from eyes, nose, mouth. No eating, drinking, tobacco use. Clean clothes. Hair restraints. Other.	2
4	Properly posted: permit, report, other.	1

FOOD

5*	Safe; Source; Not adulterated; Food separated, protected from contamination. Testing. Returned, reservice of food. Disposition.	5
6*	Time/Temperature Control for Safety (TCS) food meets temperature requirements during receiving, cooking, hot holding, cooling. Pasteurized eggs used if required. Non-Continuous Cooking (NCC).	5
7*	TCS food meets temperature requirements during cold holding. Time as a public health control. Compliance with approved plan. Juice.	5
8	Condition. Segregation. Handling. Receiving frozen foods. Date marking. Required documentation: ROP, Variance, HACCP, NCC, other.	4
9	Methods: cooling, facilities, plant food cooling.	4
10	Consumer advisory. Juice warning; Allergen label. Shellstock tags; Records.	4
11	Properly labeled; Original container. Code date limits. C.O.O.L. requirements: Catfish; Seafood.	2
12	Approved procedures: thawing, cooking, other.	
13	Food contamination prevented during storage, preparation, other.	1
14	In use, between use, food/ice dispensing utensils properly stored.	1

EQUIPMENT, UTENSILS, AND LINENS

15*	Equipment; food contact surfaces (non-cooking); Cleaned; Sanitized. Sanitization: temperature, concentration, time.	5
16	Food contact surfaces: Cleanability; Clean to sight & touch. Food thermometers: provided, accurate. Warewashing facilities: designed, irreversible registering temperature indicator, and chemical test papers.	4
17	Cooking surfaces, non-food contact surfaces: clean. Frequency; Methods.	1
18	Food (ice), Non-food contact surfaces: equipment, constructed, cleanable, installed, located. Thermometers: cold and hot holding units.	1
19	Warewashing facilities: constructed, maintained, installed, located, operated. Thermometers: dish machine units.	1
20	Linens properly: stored, dried, handled. Laundry facilities used.	1
21	Wiping cloths: clean, use limitations, stored.	1
22	Clean equipment, utensils stored, handled, dried.	1
23	Single service articles stored, dispensed, wrapped, use limitation.	1

WATER, PLUMBING, AND WASTE

24*	Water: source, quality. System: approved.	5
25*	Sewage, grease disposal: system approved; Flushed.	5
26*	Cross connection; Back siphonage; Backflow.	5
27	Water pressure, capacity, sampling. Alternative water supply. Handwashing facilities: number, location, accessible, soap, towels/drying devices. Toilet tissue.	4
28	Plumbing: fixtures clean, designed, operated, maintained. Service sink provided. Handwashing signage. Toilet rooms constructed. Toilets: number, location. Other liquid wastes properly disposed.	1
29	Refuse, recyclables, and returnables. Outdoor/Indoor storage area approved. Receptacles: provided, covered. Approved refuse disposal method.	1

PHYSICAL FACILITIES

30	Food contamination from cleaning equipment prevented.	4
31	Presence of insects, rodents, other pests. Animals prohibited.	4
32	Pests control methods approved, used. Pest control devices serviced as required. Non-toxic tracking powder.	1
33	Maintaining premises: free of litter and unnecessary items, harborage.	1
(34)	Floors, walls, ceilings, attached equipment: clean. Outer openings protected. Surface characteristics, indoor, outdoor: maintained. Cleaning frequency, dustless methods. Absorbent floor materials properly used.	(2)
35	Lighting; Ventilation: adequate. Ventilation system (filters): clean, operated. Lights shielded.	1
36	Dressing rooms provided. Employee designated areas properly located. Live/sleeping quarters separation.	1
37	Cleaning/maintenance tools properly stored.	1

POISONOUS OR TOXIC MATERIALS

38*	Toxic or poisonous items; Medicines; First aid materials: stored, labeled, used. Other personal care items: stored, labeled. Toxic or poisonous materials separation.	5

INSPECTED BY:
Name: Martin Jr

RECEIVED BY:
Name:
Title:

REMARKS
#34 - Clean floors

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-165127-2025
Issue Date: 12/15/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023802032000014.001.	5831 90 W D	D

Business Name	Issued To	Zoning Districts
ROBERTS COMPANY INC DBA CORNER MARKET (THEODORE)	Name: FORREST DAVID ROBERTS Company: ROBERTS COMPANY INC dba CORNER MARKET (THEODORE) Address: 5831 Us 90 Hwy W STE D MOBILE, AL 36582 Phone:	B-3

This Zoning Classification Allows the property to be used for:

RETAIL SALES

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☑ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☑ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☑ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Roberts Company Inc	Corner Market

Company Physical Address (Street Address/Suite #)	City	State	Zip Code
5891 - D HWY 90 WEST STE D	Theodore	AL	36582

Business Contact Person Information

Name	Title	Phone	Email
Emelie Lowrey	Accounting Manager		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
46,422	117+	117	✓	B-3	✓

Comments

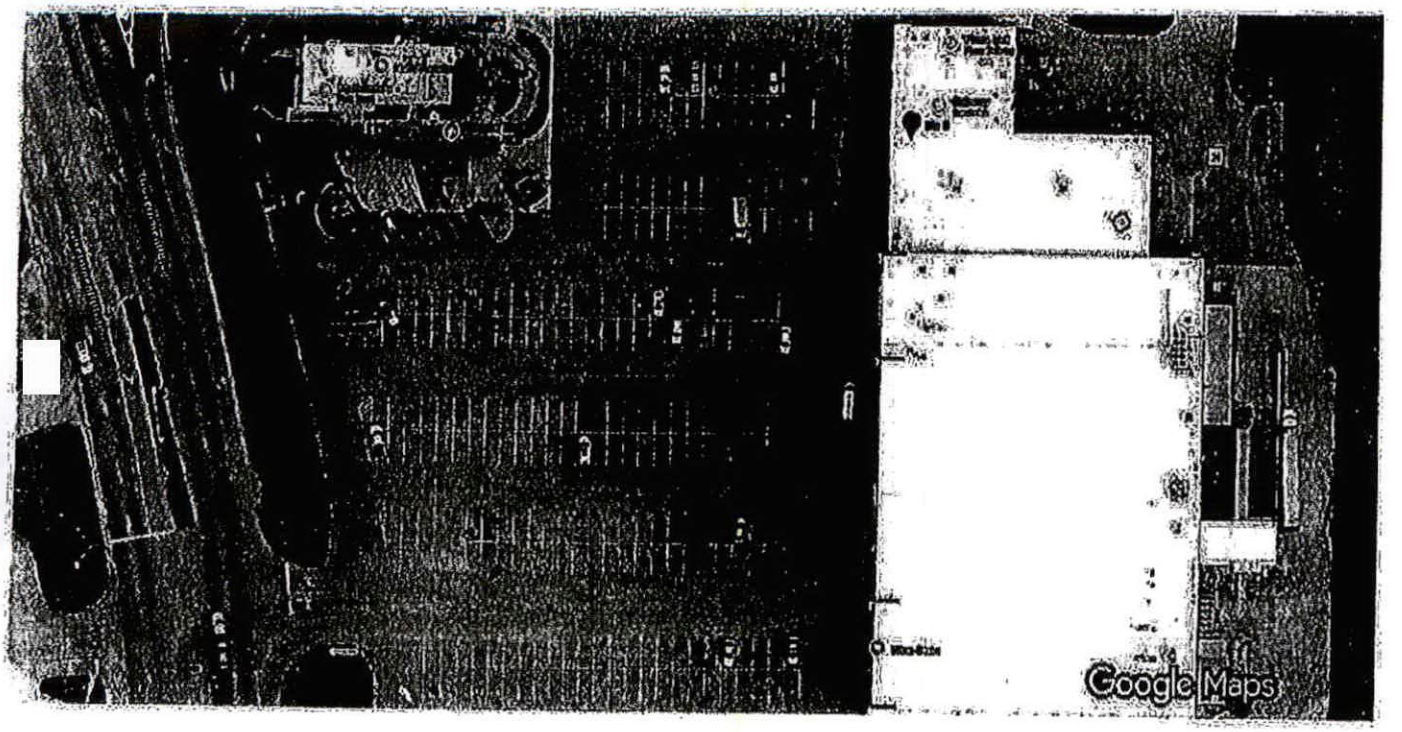
EXISTING RETAIL STORE

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	2.5.2026

Revision Date 10.23.2023

| Planning and Zoning

Google Maps 5827 US-90 Ste D



Imagery ©2025 Airbus, Map data ©2025 20 ft



5827 US-90 Ste D

Directions Save Nearby Send to phone Share

5827 US-90, Theodore, AL 36582

Photos

City of Mobile DEPARTMENT OF REVENUE

Power of Attorney and Declaration of Representative

NOTE: If you have questions concerning the completion of this form, please refer to the instructions for Federal Form 2848 (revised March 2012). This form is very similar to the federal form.

CAUTION: A separate Form should be completed for each taxpayer.

PART I – POWER OF ATTORNEY

1 TAXPAYER INFORMATION

TAXPAYER NAME AND ADDRESS (Please Type or Print)

Forrest Roberts

SOCIAL SECURITY NUMBER

EMPLOYER IDENTIFICATION NUMBER

DAYTIME TELEPHONE NUMBER

in-fact:

2 **date this form on page 2, part II.** By designating a representative in Part I, Section 2, the taxpayer authorizes the Department to discuss or share information specifically listed in Part I, Section 3 with the authorized representative. All official correspondence from the Department will be sent to the taxpayer. It will be the taxpayer's responsibility to distribute document(s) to their representative.

NAME AND ADDRESS	
Eli Popica	TELEPHONE NUMBER FAX NUMBER
	TELEPHONE NUMBER FAX NUMBER
	TELEPHONE NUMBER ( ) FAX NUMBER ( )

To represent the taxpayer before the Mobile Department of Revenue for the following tax matters:

3 TAX MATTERS

TYPE OF TAX (Individual, Corporate, Sales, etc.)	TAX FORM NUMBER (12, 13, 3, 7, 14, etc.)	YEAR(S) or PERIOD(S)

4 ACTS AUTHORIZED

Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

☑ Disclosure to third parties; ☑ Substitute or add representative(s); ☑ Sign a return; _____

EXCEPTIONS

List any specific deletions to the acts otherwise authorized in this power of attorney: _____

5 RETENTION / REVOCATION OF PRIOR POWER(S) OF ATTORNEY

The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Mobile Department of Revenue for the *same* tax matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here. ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

6 SIGNATURE OF TAXPAYER

If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **If this power of attorney is not signed and dated, it will be returned to the taxpayer.**

SIGNATURE	DATE	TITLE (If Applicable)
	11/18/25	Chairman

Forrest Roberts
PRINT NAME

PART II – DECLARATION OF REPRESENTATIVE

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
  - a. Attorney – a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b. Certified Public Accountant – duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c. Enrolled Agent – enrolled as an agent under the requirements of Treasury Department Circular No. 230.
  - d. Officer – a bona fide officer of the taxpayer's organization.
  - e. Full-Time Employee – a full-time employee of the taxpayer.
  - f. Family Member – a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - g. Enrolled Actuary – enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d)(1) of Treasury Department Circular No. 230).
  - h. Unenrolled Return Preparer – an unenrolled return preparer under section 10.7(c)(1)(viii) of Treasury Department Circular No. 230.
  - i. Registered Tax Return Preparer – registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled and return preparers in the instructions.**
  - j. Student Attorney or CPA – receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
  - k. Enrolled Retirement Plan Agent – enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ **If this declaration of representative is not signed and dated, the power of attorney will be returned.**

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "jurisdiction" column.

DESIGNATION – INSERT ABOVE LETTER (a-k)	JURISDICTION (State) or ENROLLMENT CARD NO.		SIGNATURE	DATE
D		Eli Poping		11/18/25
D		Joel E		11/26/25

STATE OF MISSISSIPPI
CARRIE LYNN WRIGHT
ID NO. 108959
Commission Expires
05/15/2026

Before me appeared, Forrest D. Roberts, Eli Poping and Joel Edwards on November 18 and November 26, 2025.

Carrie Lynn Wright
Carrie Lynn Wright

RESOLUTION

Sponsored by: Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Roberts Company, Inc.
Location:	Corner Market 740 Schillinger Road, North Mobile, AL 36608

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/16/2026	TRANSFER - LOCATION	2026 - 5770	133193	7	February 10, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ROBERTS COMPANY INC

Trade Name (DBA)

CORNER MARKET

Location Address

740 SCHILLINGER ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/16/2026	TRANSFER - LOCATION	2026 - 5770	133193	7	February 24, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ROBERTS COMPANY INC

Trade Name (DBA)

CORNER MARKET

Location Address

740 SCHILLINGER ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/16/2026	TRANSFER - LOCATION	2026 - 5770	133193	7	February 10, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
ROBERTS COMPANY INC	CORNER MARKET #6048

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	12/04/1972	49743	MS	

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
72-0719149	R012668572		

Physical Address (Street Address, Suite #)	City	State	Zip Code
740 SCHILLINGER ROAD NORTH	MOBILE	AL	36608

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
P. O. BOX 16569	HATTIESBURG	MS	39404

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
GROCERY/MARKET STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
EMELIE LOWREY	ACCT MANAGEI			

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
WINN DIXIE MONTGOMERY LLC	WINN DIXIE 549

ABC License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)	050-001008549	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
GRANDLAND 2 LLC		

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
44,000	0	YES	NO	SHOPPING CENTER	

Do the premises have a fully equipped/operational kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Is the business equipped with services and facilities for on premises consumption? NO

Will the business be operated primarily as a package store? NO

Applicant/POA Initials JL POA

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
FORREST DAVID ROBERTS	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

NO

If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

NO

If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
FORREST DAVID ROBERTS 111	CEO		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
[redacted]			
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	
	[redacted]		

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials JE POA

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

JE POA The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

JE POA The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

JE POA The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

JE POA The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

JE POA Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

JE POA In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

JE POA Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
JOEL EDWARDS	2-19-26
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
JE POA	COO

Sworn to and subscribed before me this 5th day of January 2026

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris	Tara Lynn Harris	02-11-2030

STATE OF ALABAMA NOTARY PUBLIC
TARA LYNN HARRIS
My Commission Expires
February 11, 2030

Signature Page

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/16/2026	TRANSFER - LOCATION	2026 - 5770	133193	7	February 10, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ROBERTS COMPANY INC

Trade Name (DBA)

CORNER MARKET

Location Address

740 SCHILLINGER ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Contact Person Information

Name	Title	POA	Phone	Email
EMELIE LOWREY	ACCT MANAGER			

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 01/16/2026

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

ROBERTS COMPANY INC

dba

CORNER MARKET

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

740 SCHILLINGER ROAD NORTH , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on February 10, 2026 for application number 2026 - 5770

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

POA

Applicant/POA Signature

Tara Harris

Revenue Department Representative

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ROBERTS COMPANY INC

Trade Name (DBA)

CORNER MARKET

Location Address

740 SCHILLINGER ROAD NORT

Zip Code

36608

Application Number

2026 - 5770

Notice Post Date @ Location

01/16/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

February 10, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

POA

Applicant/POA Signature

Tara Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260121144250952

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS

State: **County:**

Trade Name: CORNER MARKET

Applicant: ROBERTS COMPANY INC

Filing Fee:

Transfer Fee: $150.00

Location Address: 740 SCHILLINGER RD N MOBILE, AL 36608

Mailing Address: P O BOX 16569 HATTISBURG, MS 39404

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 01 **Type Ownership:** CORPORATION

Book, Page, or Document info: 49743

Do you sell Draft Beer?:

Date Incorporated: 12/04/1972 **State incorporated:** MS **County Incorporated:** FORREST

Date of Authority: 08/19/2025

Federal Tax ID: 72-0719149 **Alabama State Sales Tax ID:** R012668572

Name:	Title:	Date and Place of Birth:	Residence Address:
FORREST DAVID ROBERTS III	CEO		
FORREST DAVID ROBERTS	OWNER CHAIRMAN		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260121144250952

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
WINN DIXIE MONTGOMERY LLC
Address: WINN DIXIE 549
MOBILE, AL 36608
Telephon

NEW APPLICANT:
ROBERTS COMPANY INC
Address: P O BOX 16569
HATTISBURG, MS 39404
Telephon

Current License No: 050-001008549

LICENSED PREMISES ADDRESS: 740 SCHILLINGER RD N MOBILE, AL 36608

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 21 day of January, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name:
Title:

NEW LICENSEE (APPLICANT)

Print Name: Forrest David Roberts III
Title: CEO

WITNESS: (By ABC Enforcement) Sandy Durham
Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260121144250952

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Telephone

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The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the _____day of _____, 20_____ .

CURRENT LICENSEE (NAMED ON LICENSE)

_____
Print Name:
Title:

NEW LICENSEE (APPLICANT)

_____
Print Name:
Title:

WITNESS: (By ABC Enforcement) _____
Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260121144250952

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: EMELIE LOWREY
Business Phor
Fax:

Home Phon
Cell Phone
E-mail

PREVIOUS LICENSE INFORMATION:
Trade Name: 070-001008549
Applicant: WINN DIXIE MONTGOMERY LLC

Previous Vendor Number: 050-001008549

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260121144250952

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: GRANDLAND 2 LLC 954-815-7418

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 44000

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260121144250952

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260121144250952

Initial each	Signature page
FOR	In reference to law violations, I attest to the truthfulness of the responses given within the application.
FOR	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
FOR	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
FOR	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
FOR	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
FOR	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
FOR	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Forrest David Roberts III Notary Name (print): Sandy Durham

Signature of Applicant: Forrest David Roberts III Notary Signature: Sandy Durham

Commission expires: 9/26/29

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260121144250952

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260121144250952

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

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Address: WINN DIXIE 549
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Telephor

NEW APPLICANT:
ROBERTS COMPANY INC
Address: P O BOX 16569
HATTISBURG, MS 39404
Telephone

Current License No: 050-001008549

LICENSED PREMISES ADDRESS: 740 SCHILLINGER RD N MOBILE, AL 36608

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The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 21 day of January, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: Gary Crowe
Title: District Director

NEW LICENSEE (APPLICANT)

Print Name: Forrest David Roberts III
Title: CEO

WITNESS: (By ABC Enforcement)

Revised 9/08

Brenda L. Liuzza, Notary Public, # 58297 For Life
Tangipahoa Parish, LA

RECEIVED
NOV 18 2025
Roberts Company

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
Mississippi Bureau of Investigation
Mississippi Criminal Information Center

ROBERTS_COMPANY

To Whom It May Concern:

The Mississippi Criminal Information Center (MCIC) of the Mississippi Bureau of Investigation (MBI) has completed the following fingerprint and/or name-based submission on the following:

ROBERTS, FORREST D III

On November 13, 2025, the ıation Center (MCIC) conducted a fingerprint and/or name-bas[redacted]l. The search revealed **NO PRIOR ARREST** data at the MCIC.

On that same date, the MCIC conducted a search of the **Mississippi Sex Offender Registry** system. **NO REGISTRATION RECORD**

This criminal background check reflects information contained in the criminal history file of MCIC on the date it was prepared. If information is needed later, a new inquiry must be made.

Use of this information is subject to state and federal law and is limited to the purpose stated in the inquiry. Misuse is subject to criminal and civil penalty.

Respectfully,

K. WILLIAMS
Background and Special Processing Division

3891 Highway 468 West • Pearl, MS 39208 • Tel: (601) 933-2600 • Fax: (601) 933-2660

Mississippi Bureau of Investigation
Mississippi Criminal Information Center
3891 HWY 468 WEST PEARL, MS 39208

AUTHORIZATION TO RELEASE BACKGROUND INFORMATION

3

THIS FORM MUST BE COMPLETED, SIGNED, AND PRINTED LEGIBLE. (PLEASE PROVIDE A COPY OF YOUR STATE ID OR DRIVER LICENSE)
NOTE: ALL BACKGROUND CHECKS MAY TAKE UP TO 30 DAYS TO BE COMPLETED.

IF THE CRIMINAL BACKGROUND CHECK RESULTS ARE TO BE RELEASED TO A THIRD PARTY, YOU MUST PROVIDE THE THIRD-PARTY NAME AND MAILING ADDRESS IN BLOCKS 11, 12, 13, 14 & 15.

IF THE CRIMINAL BACKGROUND CHECK RESULTS ARE TO BE FAXED, YOU MUST PROVIDE A FAX NUMBER IN BLOCK 16.

SUBMIT THIS FORM WITH A $32.00 MONEY ORDER TO:	MS BUREAU OF INVESTIGATION ATTN: CIC/BACKGROUND CHECKS 3891 HIGHWAY 468WEST PEARL, MISSISSIPPI 39208
MONEY ORDER # 38219611342	

REASON FOR CRIMINAL BACKGROUND CHECK: ☐ ADOPTION ☐ IMMIGRATION ☑ OTHER

1. NAME (LAST,FIRST & MIDDLE INITIAL)		2. ADDRESS		
Roberts Forrest P. III				
3. CITY		4. STATE		ODE
6. SOCIAL SECURITY NO.	7. DOB (YYYYMMDD)	8. RACE	9. SEX	10. PHONE NO.
		W	☑ Male ☐ Female	

I AUTHORIZE AND CONSENT TO RELEASE A (FINGERPRINT) OR (NAME) BASED BACKGROUND CHECK TO:

11. NAME (LAST, FIRST & MIDDLE INITIAL)	12. ADDRESS		
Roberts Company Inc.			
13. CITY	14. STATE	15. ZIP CODE	16. FAX NO.

AND, REQUEST THE INSPECTION OF ANY AND ALL CRIMINAL RECORDS INFORMATION IN THE POSSESSION OF OR ACCESSIBLE BY THE MISSISSIPPI JUSTICE INFORMATION CENTER, INCLUDING, BUT NOT LIMITED TO, ANY PAST HISTORY OF A CRIMINAL OFFENSE(S) FOR WHICH I MAY HAVE BEEN CHARGED OR CONVICTED.

BY GIVING THE ABOVE-DESCRIBED RELEASE, I HEREBY WAIVE ANY AND ALL CLAIMS OR LIABILITY FOR COMPLIANCE WHICH I MAY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST THE STATE OF MISSISSIPPI, THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, THE MISSISSIPPI BUREAU OF INVESTIGATION, AND THE MISSISSIPPI JUSTICE INFORMATION CENTER, IT'S EMPLOYEES AND AGENTS, CONCERNING SAID INFORMATION, AND DO HEREBY INDEMNIFY THE STATE OF MISSISSIPPI, THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, THE MISSISSIPPI BUREAU OF INVESTIGATION, AND THE MISSISSIPPI JUSTICE INFORMATION CENTER, IT'S EMPLOYEES AND AGENTS, AGAINST ANY AND ALL FUTURE ACTIONS WITH REFERENCE TO THE RELEASE OF THE ABOVE-DESCRIBED INFORMATION AND THE CIRCUMSTANCES SURROUNDING THE SAME.

SIGNATURE	DATE
Forrest P. Roberts III	11/05/2025

State of Mississippi, County of Forrest
Signed and sworn (or affirmed) before me on 11/05/2025 [date] by Forrest P. Roberts III [names(s) of person(s) making statement].

[Seal] My Commission Expires: May 15, 2026 [Notary Signature]

CARRIE LYNN KNIGHT
ID NO. 108959
Commission Expires
05/15/2026
NOTARY PUBLIC
LAMAR COUNTY
STATE OF MISSISSIPPI

FORM CIC/SPU 2.0 (12/2019)

CIC POLICY: 9.006

FORREST COUNTY SHERIFF'S OFFICE
55 ARENA DRIVE
POST OFFICE BOX 747
HATTIESBURG, MS 39403-0747

PERMISSION FORM/BACKGROUND CHECK

NAME Forrest David Roberts III SSN 428-73-2414

ADDRESS

RACE Wh GENDER (M/F) M DOB

I HEREBY AUTHORIZE THE RELEASE OF ANY **ARREST RECORD IN MY HISTORY THAT MAY BE FOUND WITHIN FORREST COUNTY SHERIFF'S OFFICE RECORDS TO THE FOLLOWING AGENCY:

Forrest Co. Sheriffs Office. (REQUESTING AGENCY or SELF)

THE AGENCY IS CONDUCTING THIS BACKGROUND INVESTIGATION FOR THE PURPOSE OF:

Store Owner / Alabama (HOUSING, EMPLOYMENT, CHILDCARE, MILITARY, ETC)

SIGNATURE AND DATE: (BY SIGNING YOU ARE AUTHORIZING THE BACKGROUND CHECK TO BE CONDUCTED)

[X] NO ARREST RECORD FOUND

[ ] ARREST RECORD FOUND/SEE BELOW

CHARGES:

Nothing Active. W/FCSO

NO RECORDS FOUND WITH THE FORREST COUNTY SHERIFF'S DEPARTMENT

~~CHARLIE SIMS, SHERIFF OF FORREST COUNTY~~
P.O. BOX 747
HATTIESBURG, MS 39403
A Shirley-Hartfield 9-22-25
Signature Date of Records Checked

RECORDS CHECK BY: J. Hamphrey MAJ. Forrest Co. S.O.

TITLE: MAJOR DATE: 09-22-25

**THIS IS NOT A NCIC BACKGROUND CHECK AND COVERS ONLY RECORDS WITHIN FORREST COUNTY AND DOES NOT INCLUDE HATTIESBURG POLICE DEPARTMENT RECORDS. DISPOSITION OF CHARGES AND TRAFFIC VIOLATIONS ARE AVAILABLE THROUGH JUSTICE COURT AND FELONIES THROUGH CIRCUIT COURT.

RECEIVED
NOV 18 2025
Roberts Company

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
Mississippi Bureau of Investigation
Mississippi Criminal Information Center

ROBERTS COMPANY

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Mississippi Bureau of Investigation
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IF THE CRIMINAL BACKGROUND CHECK RESULTS ARE TO BE RELEASED TO A THIRD PARTY, YOU MUST PROVIDE THE THIRD-PARTY NAME AND MAILING ADDRESS IN BLOCKS 11, 12, 13, 14 & 15.

IF THE CRIMINAL BACKGROUND CHECK RESULTS ARE TO BE FAXED, YOU MUST PROVIDE A FAX NUMBER IN BLOCK 16.

SUBMIT THIS FORM WITH A $32.00 MONEY ORDER TO:	MS BUREAU OF INVESTIGATION ATTN: CIC/BACKGROUND CHECKS 3891 HIGHWAY 468WEST PEARL, MISSISSIPPI 39208
MONEY ORDER # 38219611353	

REASON FOR CRIMINAL BACKGROUND CHECK: ☐ ADOPTION ☐ IMMIGRATION ☑ OTHER

1. NAME (LAST, FIRST & MIDDLE INITIAL)	2. ADDRESS		
ROBERTS, Forrest D			
3. CITY	4. STATE	5. ZIP CODE	
6. SOCIAL SECURITY NO.	7. DOB (YYYYMMDD)	8. RACE	9. SEX ☑ Male ☐ Female	10. PHONE NO.
		W		

I AUTHORIZE AND CONSENT TO RELEASE A (FINGERPRINT) OR (NAME) BASED BACKGROUND CHECK TO:

11. NAME (LAST, FIRST & MIDDLE INITIAL)	12. ADDRESS	
Roberts, Company		
13. CITY	14. STATE	15. ZIP CODE / 16. FAX NO.

AND, REQUEST THE INSPECTION OF ANY AND ALL CRIMINAL RECORDS INFORMATION IN THE POSSESSION OF OR ACCESSIBLE BY THE MISSISSIPPI JUSTICE INFORMATION CENTER, INCLUDING, BUT NOT LIMITED TO, ANY PAST HISTORY OF A CRIMINAL OFFENSE(S) FOR WHICH I MAY HAVE BEEN CHARGED OR CONVICTED.

BY GIVING THE ABOVE-DESCRIBED RELEASE, I HEREBY WAIVE ANY AND ALL CLAIMS OR LIABILITY FOR COMPLIANCE WHICH I MAY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST THE STATE OF MISSISSIPPI, THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, THE MISSISSIPPI BUREAU OF INVESTIGATION, AND THE MISSISSIPPI JUSTICE INFORMATION CENTER, IT'S EMPLOYEES AND AGENTS, CONCERNING SAID INFORMATION, AND DO HEREBY INDEMNIFY THE STATE OF MISSISSIPPI, THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, THE MISSISSIPPI BUREAU OF INVESTIGATION, AND THE MISSISSIPPI JUSTICE INFORMATION CENTER, IT'S EMPLOYEES AND AGENTS, AGAINST ANY AND ALL FUTURE ACTIONS WITH REFERENCE TO THE RELEASE OF THE ABOVE-DESCRIBED INFORMATION AND THE CIRCUMSTANCES SURROUNDING THE SAME.

SIGNATURE	DATE
Forrest D Roberts	11/4/2025

State of Mississippi. County of Forrest
Signed and sworn (or affirmed) before me on 11/4/2025 [date] by Forrest D. Roberts [names(s) of person(s) making statement].

[Seal] My Commission Expires: May 15, 2026 [Notary Signature]

STATE OF MISSISSIPPI
CARRIE LYNN WRIGHT
ID NO. 108859
Commission Expires
05/15/2026
NOTARY PUBLIC
LAMAR COUNTY

FORM CIC/SPU 2.0 (12/2019)

CIC POLICY: 9.006

FORREST COUNTY SHERIFF'S OFFICE
55 ARENA DRIVE
POST OFFICE BOX 747
HATTIESBURG, MS 39403-0747

PERMISSION FORM/BACKGROUND CHECK

NAME Forrest David Roberts SSN 426-25-6452

ADDRESS ~~[redacted]~~

RACE W GENDER (M/F) M DOB ~~[redacted]~~

I HEREBY AUTHORIZE THE RELEASE OF ANY** ARREST RECORD IN MY HISTORY THAT MAY BE FOUND WITHIN FORREST COUNTY SHERIFF'S OFFICE RECORDS TO THE FOLLOWING AGENCY:

Forrest Co. Sheriff's Office (REQUESTING AGENCY or SELF)

THE AGENCY IS CONDUCTING THIS BACKGROUND INVESTIGATION FOR THE PURPOSE OF:

Store owner Gorgas Market Alabama (HOUSING, EMPLOYMENT, CHILDCARE, MILITARY, ETC)

SIGNATURE AND DATE: Forrest D Roberts

(BY SIGNING YOU ARE AUTHORIZING THE BACKGROUND CHECK TO BE CONDUCTED)

[X] NO ARREST RECORD FOUND

[ ] ARREST RECORD FOUND/SEE BELOW

CHARGES:

Nothing Active W/FCSO

NO RECORDS FOUND WITH THE FORREST COUNTY SHERIFF'S DEPARTMENT

CHARLIE SIMS, SHERIFF OF FORREST COUNTY
P.O. BOX 747
HATTIESBURG, MS 39403

Signature Date of Records Checked 9-22-25

RECORDS CHECK BY: J. Humphrey MAJ. Forrest Co. Sheriff's Office

TITLE: Major DATE: 09-22-25

**THIS IS NOT A NCIC BACKGROUND CHECK AND COVERS ONLY RECORDS WITHIN FORREST COUNTY AND DOES NOT INCLUDE HATTIESBURG POLICE DEPARTMENT RECORDS. DISPOSITION OF CHARGES AND TRAFFIC VIOLATIONS ARE AVAILABLE THROUGH JUSTICE COURT AND FELONIES THROUGH CIRCUIT COURT.

#49743 $10,000 #36

State of Mississippi

Office of Secretary of State
Jackson

Certificate of Incorporation

of

R & M FOODS, INC.

The undersigned, as Secretary of State of the State of Mississippi, hereby certifies that duplicate originals of Articles of Incorporation for the above named corporation duly signed and verified pursuant to the provisions of the Mississippi Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this CERTIFICATE OF INCORPORATION, and attaches hereto a duplicate original of the Articles of Incorporation.

Given under my hand and Seal of Office, this the 4th day of December, 1972.

SECRETARY OF STATE

SECRETARY OF STATE * OFFICIAL * STATE OF MISSISSIPPI

C-0

(TO BE EXECUTED IN DUPLICATE)

ARTICLES OF INCORPORATION

OF

R & M FOODS, INC.

FILED
DEC - 4 1972
HEBER LADNER
SECRETARY
OF STATE

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Mississippi Business Corporation Act, adopt the following articles of incorporation for such corporation:

FIRST: The name of the corporation is R & M FOODS, INC.

SECOND: The period of its duration is NINETY-NINE (99) YEARS

(May not exceed 99 years)

THIRD: The specific purpose or purposes for which the corporation is organized stated in general terms are:

To own, operate, build, enlarge, and control any and all kinds of buildings, businesses, including, but not limited to, the grocery business; to engage in the business of buying, selling, and developing real estate; to own, lease, and operate grocery stores; to sell, both at wholesale and at retail, all kinds of foods, foodstuffs, and food products, oil, gas, and other petroleum products; to merchandise, either at wholesale or retail, any food products and all related lines; to buy, sell, lease, manage, or otherwise encumber; to sell and dispose of real and personal property of all kinds and descriptions; to do all other things deemed necessary and essential to the proper conduct of the business; and, in addition to the foregoing rights and powers, those conferred by Chapter 4, Title 21 of the Code of Mississippi of 1942, and amendments thereto.

(It is not necessary to set forth in the Articles of Incorporation any of the powers set forth in section 4 of the Mississippi Business Corporation Act).

(Use the following if the shares are to consist of one class only)

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 100 shares of the par value of One Hundred and No/100 Dollars ($ 100.00) each (or without par value) (par value or sales price shall not be less than $1.00 per share) (if no par shares are set out, then the sales price per share, if desired)

(Use the following if the shares are divided into classes)

FOURTH: The aggregate number of shares which the corporation is authorized to issue is N/A, divided into classes. The designation of each class, the number of shares of each class and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

Number of Shares	Class	Series (if any)	Par Value per Share or Statement That Shares are Without Par Value
N/A			

C-8

The preferences, limitations and relative rights in respect of the shares of each class and the variations in the relative rights and preferences as between series of any preferred or special class in series are as follows: (Insert a statement of any authority to be vested in the board of directors to establish series and fix and determine the variations in the relative rights and preferences as between series)

N/A

FIFTH: The corporation will not commence business until consideration of the value of at least $1,000 has been received for the issuance of shares.

SIXTH: Provisions granting to shareholders the preemptive right to acquire additional or treasury shares of the corporation are:

The shareholders shall have the preemptive right to acquire additional shares of unissued authorized capital stock in the proportion that the original shares held by them bear to the entire amount of the original shares outstanding.

SEVENTH: The post office address of its initial registered office is _____ (Street and Number) _____ (City) _____ (State), and the name of its initial registered agent at such address is H. David Roberts

EIGHTH: The number of directors constituting the initial board of directors of the corporation, which must be not less than three (3), is three (3) and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

NAME	STREET AND POST OFFICE ADDRESS
H. David Roberts	
Robert C. Martin	
Carolyn W. Roberts	

NINTH: The name and post office address of each incorporator is:

NAME	STREET AND POST OFFICE ADDRESS
H. David Roberts	
Robert C. Martin	
XXXXXXXXXXXXXXXXX	

(Here set forth any provision, not inconsistent with law, which the incorporators may desire to insert in the Articles of Incorporation including, any provision restricting the transfer of shares of stock of the corporation, or permitted to be set forth in the by-laws.)

Dated September 12, 1972

H. DAVID ROBERTS

ROBERT C. MARTIN

ACKNOWLEDGMENT

STATE OF MISSISSIPPI }
County of FORREST }

This day personally appeared before me, the undersigned authority in and for the aforesaid county and state, H. DAVID ROBERTS, ROBERT C. MARTIN

incorporators of the corporation known as the R & M FOODS, INC. who acknowledged that they signed and executed the above and foregoing articles of incorporation as their act and deed on this the 12th day of September, 1972

Notary Public

My Commission Expires May 2, 1974

My Commission expires

(NOTARIAL SEAL)

Note: On all addresses the street and number must be shown if there is a street or number)

C-8

F0012
Fee: $ 50

Michael Watson
SECRETARY OF STATE

2021401819

Business ID: 739264
Filed: 10/14/2021 03:23 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Restatement of Articles of Incorporation

Business Information

Business Type: Domestic Profit Corporation
Business Name: ROBERTS COMPANY, INC.
Business Email:

Statement

See attached Articles of Amendment, including First Amended and Restated Articles of Incorporation filed this same date with the Mississippi Secretary of State as an Amendment.

☑ All new amendments in this restatement were approved and adopted according to Mississippi law.

☐ There are no new amendments in this restatement.

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***10/14/2021***.

Name: Forrest David Roberts
President

Address:

ARTICLES OF AMENDMENT
OF
ROBERTS COMPANY, INC.

August 5, 2021

Pursuant to the provisions of Section 10.06 of the Mississippi Business Corporation Act (the "*Act*"), Roberts Company, Inc., a Mississippi corporation (the "*Corporation*"), hereby files these Articles of Amendment (these "*Articles of Amendment*") for the purposes of amending, consolidating all prior amendments to, and superseding the current Articles of Incorporation of the Corporation, as amended, with the attached First Amended and Restated Articles of Incorporation of the Corporation.

The Corporation does hereby certify as follows:

FIRST: The name of the Corporation is Roberts Company, Inc.

SECOND: The attached First Amended and Restated Articles of Incorporation consolidate all amendments into a single document.

THIRD: The attached First Amended and Restated Articles of Incorporation were duly approved by the shareholders of the Corporation on August 5, 2021, in accordance with the provisions of Section 10.03 of the Act and the current Articles of Incorporation of the Corporation, as amended, following a recommendation by the Board of Directors of the Corporation.

[*Signature page follows*]

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed by its duly authorized officer as of the date first above written.

ROBERTS COMPANY, INC.

By: _____
Name: Forrest David Roberts
Title: Authorized Person

10419379.1

FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION OF ROBERTS COMPANY, INC.

ARTICLE 1
NAME

The name of the corporation (hereinafter referred to as the "***Corporation***") shall be Roberts Company, Inc.

ARTICLE 2
DURATION

The duration and existence of the Corporation shall be perpetual.

ARTICLE 3
PURPOSE

The Corporation is a for-profit entity organized and it shall be operated for the purpose of engaging in any lawful business for which corporations may be engaged under the Mississippi Business Corporation Act, Miss. Code Ann. §§ 79-4-1.01, *et seq.*, as amended (the "***Act***").

ARTICLE 4
BOARD OF DIRECTORS

All corporate powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, a Board of Directors. All of the powers and duties conferred or imposed on a board of directors by the Act shall be exercised or performed by the Board of Directors. The number of directors, the initial Board of Directors, the qualifications for directors, and the terms each shall serve shall be provided in the Bylaws of the Corporation.

ARTICLE 5
BYLAWS

The Board of Directors of the Corporation shall adopt, amend, and repeal Bylaws governing the conduct of the business and affairs of the Corporation.

ARTICLE 6
REGISTERED OFFICE AND AGENT

The principal office and registered agent of the Company shall be that place and person on file with the Mississippi Secretary of State. The Board of Directors of the Corporation may update the principal office or registered agent at any time by making the appropriate filing with the Mississippi Secretary of State.

ARTICLE 7
CAPITAL STOCK

The Corporation is authorized to issue eight and one-half (8.5) shares of voting common stock with no par value (the "***Voting Common Stock***") and seventy-six and one-half (76.5) shares of non-voting common stock with no par value (the "***Non-Voting Common Stock***").

ARTICLE 8
VOTING OF SHARES

Each holder of Voting Common Stock shall be entitled to one vote for each share of Voting Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. The holders of Non-Voting Common Stock shall have no voting power and shall not be entitled to vote on any matter except as otherwise required by law. Non-Voting Common Stock shall in all other respects carry the same rights and privileges as Voting Common Stock (including in respect of dividends and in respect of distributions upon dissolution, liquidation, or winding up of the Corporation) and be treated the same as Voting Common Stock (including in any merger, consolidation, share exchange, reclassification, or other similar transaction); provided that, if the Corporation shall in any manner split, subdivide or combine (including by way of a dividend payable in shares of Voting Common Stock or Non-Voting Common Stock) the outstanding shares of Voting Common Stock or Non-Voting Common Stock, the outstanding shares of the other such class of stock shall likewise be split, subdivided, or combined in the same manner proportionately and on the same basis per share; and provided further, no dividend payable in Voting Common Stock shall be declared on the Non-Voting Common Stock and no dividend payable in Non-Voting Common Stock shall be declared on the Voting Common Stock, but instead, in the case of a stock dividend, each class of Common Stock shall receive such dividend in like stock.

ARTICLE 9
LIMITATION OF LIABILITY

To the fullest extent that the Act, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of duty of care or other duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE 10
EFFECTIVE DATE

These Amended and Restated Articles of Incorporation shall be effective on the date that they are filed with the Mississippi Secretary of State.

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0424556121
Nov. 19, 2003 LTR 147C
72-0719149 200309 01 000
04077
BODC: LM

ROBERTS COMPANY INC
PO BOX 16569
HATTIESBURG MS 39404-6569

Employer Identification Number: 72-0719149

Dear Taxpayer:

Thank you for the inquiry dated Oct. 24, 2003.

Your employer identification number (EIN) is 72-0719149. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence or documents.

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Nadine Wille

Nadine Wille
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter

IRS operative
1752445

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

ROBERTS COMPANY INC
PO BOX 16569
HATTIESBURG MS 39404-6569699

Be sure the IRS address appears in your envelope window.

0424556121

BODCD-LM

Letter Number: LTR0147C
Letter Date : 2003-11-19
Tax Period : 200309

720719149

ROBERTS COMPANY INC
PO BOX 16569
HATTIESBURG MS 39404-6569699

INTERNAL REVENUE SERVICE
OGDEN UT 84201-0046

720719149 XC 01 2 200309 000 00000000000000

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

ROBERTS COMPANY INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012668572	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA

Jennifer Byrd

Deputy Commissioner

NAICS CODE: 445110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1235 S MCKENZIE ST FOLEY AL 36535-1818
5827 HIGHWAY 90 STE D THEODORE AL 36582-3604
740 SCHILLINGER RD N MOBILE AL 36608-5240

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased to/by Roberts Company

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 23 day of January 2026

Notary Printed Name	Notary Signature	My Notary Commission Expires
POONAM KOHLI	P Kohli	POONAM KOHLI MY COMMISSION # HH 594590 EXPIRES: September 17, 2028

Notary Stamp

POONAM KOHLI
MY COMMISSION # HH 594590
EXPIRES: September 17, 2028

Owner of Property (Print Name)	Applicant Name (Print Name)
Grandland 2, LLC	Eli Popicg
Owner of Property (Signature)	**Applicant Name (Signature)**
Angela Hams	Eli Popicg
Street Address	**Street Address**

Revision Date 10.23.2023

ASSIGNMENT AND ASSUMPTION OF LEASE
(ACQUIRED STORE #549)

This Assignment and Assumption of Lease (this "Assignment") is made effective as of January 20, 2026 (the "Effective Date"), by and between: (i) Winn-Dixie Montgomery Leasing, LLC, a Florida limited liability company ("Seller Lessee"); and (ii) Roberts Company, Inc., a Mississippi corporation ("Purchaser").

Seller Lessee is the tenant under that certain Lease, dated June 11, 1997, together with all amendments, modifications and supplements thereto (collectively, the "Lease"), for that certain leased premises located at 740 N. Schillinger Road, Mobile, AL 36608, as more particularly described therein (the "Premises"). A copy of the Lease is attached as Exhibit A.

Pursuant to the terms of that certain Asset Purchase Agreement, dated October 20, 2025 (the "Purchase Agreement"), Seller Lessee agreed to assign the Lease to Purchaser and Purchaser agreed to assume the Lease from Seller Lessee, upon and subject to the terms, covenants and conditions contained in the Purchase Agreement. Unless otherwise provided herein, all capitalized words and terms in this Agreement shall have the same meanings ascribed to such words and terms as in the Purchase Agreement.

Accordingly, Seller Lessee desires to assign, and Purchaser desires to assume, any and all of Seller Lessee's rights, title and interests in and to and obligations under the Lease.

In consideration of the foregoing and the respective covenants, terms and conditions set forth herein, and intending to be legally bound hereby, Seller Lessee and Purchaser agree as follows:

1. Assignment and Assumption. Seller Lessee hereby assigns, sells, transfers, sets over and delivers unto Purchaser all of Seller Lessee's respective estates, rights, title and interests in and to and under the Lease. Purchaser hereby accepts the assignment of the Lease, assumes all of the obligations and liabilities under the Lease accruing from and after the Effective Date, and agrees to perform, pay, discharge and carry out as and when due all of the terms, covenants, conditions and obligations of the tenant under the Lease first accruing or arising from and after the Effective Date in accordance with the provisions of the Lease.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Acquired Store Assets and the Assumed Liabilities are incorporated herein by this reference. Purchaser and Seller Lessee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Governing Law. Notwithstanding the provisions of Section 9.06 in the Purchase Agreement, this Agreement shall be governed by and construed in accordance with the internal laws of the jurisdiction in which the Premises is located.

4. Counterparts. This Agreement may be signed in any number of counterparts, including electronic scan copies thereof delivered by electronic mail or by DocuSign, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

5. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

* * * * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGES]

Each of Seller Lessee and Purchaser have executed and delivered this Assignment and Assumption of Lease as of the Effective Date.

WINN-DIXIE MONTGOMERY LEASING, LLC

DocuSigned by:
By: Raymond Rhee
A13159CCD3584A2...
Name: Raymond Rhee
Title: Chief Financial Officer

ROBERTS COMPANY, INC.

DocuSigned by:
By: David Roberts
F0D6DE4E38B6428...
Name: David Roberts
Title: CEO

Signature Page to Assignment and Assumption of Lease
(Acquired Store #549)

EXHIBIT A

LEASE

[See attached.]



LEASE

Store #549

Zeigler Corners

NEC of Schillinger Road and Zeigler Boulevard

MOBILE, MOBILE COUNTY, ALABAMA

IN WITNESS WHEREOF, the parties have duly signed, sealed and executed this Amendment in the presence of the subscribing witnesses the day and year first above written.

WITNESSES:

Print Name: Steve Shin

Print Name: John Ortega

LANDLORD:

GRANDLAND 2, LLC, a Florida limited liability company

By:
Name: ANGEL HAM
Its: President

WITNESSES:

Print Name:

Print Name:

TENANT:

WINN-DIXIE MONTGOMERY LEASING, LLC, a Florida limited liability company

By:
Name:
Title:

IN WITNESS WHEREOF, the parties have duly signed, sealed and executed this Amendment in the presence of the subscribing witnesses the day and year first above written.

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

LANDLORD:

GRANDLAND 2, LLC, a Florida limited liability company

By: _____
Name:_____
Its:_____

WITNESSES:

Angela Guilmet
Print Name: Angela Guilmet

Suzanne Kluszewski
Print Name: SUZANNE KLUSZEWSKI

TENANT:

WINN-DIXIE MONTGOMERY LEASING, LLC, a Florida limited liability company

By: _____
Name: Brian P. Carney
Title: Executive Vice President

LEGAL: APPROVED
ATTY:
DATE: 7/26/17

Southeastern Grocers

FRESCO Winn-Dixie HARVEYS

Brian P. Carney
Executive Vice-President
Chief Financial Officer

NOTICE TO EXERCISE
LEASE RENEWAL OPTION ("Notice")

Certified Mail/Return Receipt Requested
 # 1ZE697852497150972
Overnight Delivery

March 3, 2022

Grandland 2, LLC
1272 Camelia Lane
Weston, Florida 33326

Re: **WINN-DIXIE STORE #0549,** and that certain Lease between GRANDLAND 2, LLC, a Florida limited liability company ("Landlord") and WINN-DIXIE MONTGOMERY LEASING, LLC, a Florida limited liability company ("Tenant") dated June 11, 1997, as amended from time to time, (the "Lease").

To Whom It May Concern:

You are hereby notified that Tenant has elected to exercise its option to extend the term of the Lease for a period of five (5) years commencing March 19, 2023 and expiring at midnight on March 18, 2028. All terms and provisions of the Lease shall remain in full force and effect and this Notice shall have no effect on the four (4) remaining five (5) year renewal options available to Tenant as described in the Lease.

Please acknowledge your receipt of this Notice by executing the below counterpart and return it to Jennifer Barnes in the self-addressed envelope enclosed herein.

Very truly yours,

Brian P. Carney

ACKNOWLEDGED this 8th day of MARCH, 2022

GRANDLAND 2, LLC, a Florida limited liability company

By: _____
Printed Name: ANGEL LAM
It's: PRESIDENT

LEGAL: APPROVED
ATTY:
DATE: 4/24/22

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-165262-2025
Issue Date: 12/16/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022803073000001.006.	740 Schillinger Rd N	

Business Name	Issued To	Zoning Districts
ROBERTS COMPANY INC DBA CORNER MARKET (MOBILE)	Name: FORREST DAVID ROBERTS Company: ROBERTS COMPANY INC DBA CORNER MARKET (MOBILE) Address: 740 Schillinger Rd N MOBILE, AL 36608 Phone:	B-3

This Zoning Classification Allows the property to be used for:
GROCERY MARKET

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Samara Walley

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

133193

57 20

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and Issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date:	☑ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☑ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☑ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Roberts Company Inc.	Corner Market

Company Physical Address (Street Address/Suite #)	City	State	Zip Code
740 N. Schillinger Road	Mobile	AL	36608

Business Contact Person Information

Name	Title	Phone	Email
Emelie Lowrey	Accounting Manager		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
44,000	147+	147	yes	B3	yes ✓

Comments

Print Name	Signature	Date
Samara Walley	Samara Walley	1 / 27 / 26

Revision Date 10.23.2023

| Planning and Zoning

Pierce Creek
Winn-Dixie
First Community Bank
Schillinger Rd
31

City of Mobile DEPARTMENT OF REVENUE

Power of Attorney and Declaration of Representative

NOTE: If you have questions concerning the completion of this form, please refer to the instructions for Federal Form 2848 (revised March 2012). This form is very similar to the federal form.

CAUTION: A separate Form should be completed for each taxpayer.

PART I – POWER OF ATTORNEY

1 TAXPAYER INFORMATION

TAXPAYER NAME AND ADDRESS (Please Type or Print)

Forrest Roberts

SOCIAL SECURITY NUMBER

EMPLOYER IDENTIFICATION NUMBER

...representative(s) as attorney(s)-in-fact:

2 REPRESENTATIVE(S) (Please Type or Print) Must sign and date this form on page 2, part II. By designating a representative in Part I, Section 2, the taxpayer authorizes the Department to discuss or share information specifically listed in Part I, Section 3 with the authorized representative. All official correspondence from the Department will be sent to the taxpayer. It will be the taxpayer's responsibility to distribute document(s) to their representative.

NAME AND ADDRESS	
Eli Popics	TELEPHONE NU... FAX NUMBER
NAME AND ADL Joel Edwards	TELEPHONE NUMB... FAX NUMBER
NAME AND ADDRESS	TELEPHONE NUMBER ( ) FAX NUMBER ( )

To represent the taxpayer before the Mobile Department of Revenue for the following tax matters:

3 TAX MATTERS

TYPE OF TAX (Individual, Corporate, Sales, etc.)	TAX FORM NUMBER (12, 13, 3, 7, 14, etc.)	YEAR(S) or PERIOD(S)

4 ACTS AUTHORIZED

Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

☑ Disclosure to third parties; ☑ Substitute or add representative(s); ☑ Sign a return; _____

EXCEPTIONS

List any specific deletions to the acts otherwise authorized in this power of attorney: _____

5 RETENTION / REVOCATION OF PRIOR POWER(S) OF ATTORNEY

The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Mobile Department of Revenue for the *same* tax matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here..... ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

6 SIGNATURE OF TAXPAYER

If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **If this power of attorney is not signed and dated, it will be returned to the taxpayer.**

SIGNATURE	DATE	TITLE (If Applicable)
	11/18/25	Chairman

Forrest Roberts
PRINT NAME

PART II – DECLARATION OF REPRESENTATIVE

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
  - **a.** Attorney – a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - **b.** Certified Public Accountant – duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - **c.** Enrolled Agent – enrolled as an agent under the requirements of Treasury Department Circular No. 230.
  - **d.** Officer – a bona fide officer of the taxpayer's organization.
  - **e.** Full-Time Employee – a full-time employee of the taxpayer.
  - **f.** Family Member – a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - **g.** Enrolled Actuary – enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d)(1) of Treasury Department Circular No. 230).
  - **h.** Unenrolled Return Preparer – an unenrolled return preparer under section 10.7(c)(1)(viii) of Treasury Department Circular No. 230.
  - **i.** Registered Tax Return Preparer – registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled and return preparers in the instructions.**
  - **j.** Student Attorney or CPA – receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
  - **k.** Enrolled Retirement Plan Agent – enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ **If this declaration of representative is not signed and dated, the power of attorney will be returned.**

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "jurisdiction" column.

DESIGNATION – INSERT ABOVE LETTER (a-k)	JURISDICTION (State) or ENROLLMENT CARD NO.		SIGNATURE	DATE
D		Eli Poping		11/18/25
D		Joel E		11/26/25

STATE OF MISSISSIPPI CARRIE LYNN WRIGHT ID NO. 108859 Commission Expires 05/15/2026

Before me appeared, Forrest D. Roberts, Eli Poping and Joel Edwards on November 18 and November 26, 2025. Carrie Lynn Wright
NOTARY PUBLIC

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **7** described in the resolution adopted on the **20th** day of **January**, 2026 have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **7**, as described in the resolution adopted on the **20th** day of **January, 2026**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1675** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-049 **2026**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1675** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **24th day of February, 2026**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: JAN 20 2026

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **January 12, 2026**

SUBJECT: WEED LIEN GROUP **1675**

Attached, please find Assessment Lists for Weed Lien Group Number **1675** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017, the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 1/20/2026

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 2/24/2026

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 1/22/2026

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 2/5/2026

LEGAL NOTICE ADS: 2/11/2026-2/18/2026

POSTING DATE: 2/17/2026

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1675	Res. No.
1/20/2026	LOTS TO BE DECLARED	58-
2/24/2026	LOTS FOR PUBLIC HEARING	58-
	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	0 Wealthy St	77351	111401		1	
	Par. No. (29 02 44 0 008 416.XXX)					
2	257 Ellis Ave	85116	111402		2	
3	3917 St Andrews Dr E	91004	111403		4	
4	505 English St	77344	111404		2	
5	266 Kennedy St	89745	111405		2	
6	624 Patton Ave	80694	111406		2	
7	0 S Broad St	107699	111408		2	
	Par. No. (29 10 38 0 002 040.XXX)					
8	1100 Congress St	49846	111409		2	
9	1308 Hercules St	80649	111410		2	
10	627 Crenshaw St	89919	111411		2	
11	1213 Texas St	73615	111414		2	
12	1356 Spruce St	80634	111415		2	
13	310 Hosfelt Lane	74042	111416		1	
14	6510 Zeigler Blvd	81180	111417		7	
15	1014 Dauphin St	97481	111418		2	
16	408 St Charles Ave	99301	111419		2	
17	3813 Conway Dr S	58549	111421		5	
18	802 Elmira St	49015	111426		2	
19	215 Norman St	58860	111468		2	
20	1612 Forrest St	53910	111469		2	
				$ -		

Numbers of lots cut District total for this group		Numbers of lots cut	
1	2	1	
2	15	2	
3	0	3	
4	1	4	
5	1	5	
6	0	6	
7	1	7	
	20		0

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

1-14-26

Marchetta Jante 1-14-26

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **February 6, 2026**

SUBJECT: **Repeat Weed Lien Invoices G-98**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **98.** Please place these on the City Council's Agenda for **February 24, 2026.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN							
	CONTRACT NUMBER						5676	
	GROUP 98						Res. No.	
10/23/2025	1st REPEAT WEED LIEN LETTERS SENT						11-058	
2/24/2026	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
	CONTRACT NUMBER							
			Old SRO	New	Initial	Times	Amount	CBD
Item No.	Address	Dis	Case #	Case #		cut withi	Assessed	CBO
1	0 Tucker St	1	68377	80041	10/10/2023	2	$ 375.00	
	Par. No. (29 02 44 0 024 362.XXX)							
2	505 Donald St	1	63494	80042	1/23/2024	2	$ 660.19	
3	2752 Farnell Dr	4	51186	80043	8/15/2023	1	$ 625.00	
4	553 Live Oak St	2	74240	80044	2/20/2024	2	$ 620.00	
5	559 Live Oak St	2	74236	80045	2/20/2024	2	$ 50.00	CBO
6	854 Marine St	3	69342	80047	11/29/2022	3	$ 50.00	CBO
7	1856 Calmes St	2	67052	80051	12/5/2023	1	$ 1,675.00	
8	1317 Keith St	3	70655	80052	2/20/2024	2	$ 443.73	
9	2954 Springhill Ave	1		80053	4/25/2023	2	$ 736.00	
10	2726 Emogene St	3		80054	12/5/2023	3	$ 496.00	
11	1001 Barbara Dr	1		80055	11/7/2023	1	$ 281.00	
12	502 Stanton Rd	1		80056	7/2/2024	2	$ 382.00	
13	469 McCarley St	1		80060	4/2/2024	1	$ 576.54	
14	765 Donald St	1		80063	6/27/2023	2	$ 392.35	
15	2005 Tucker St	1		80064	4/25/2023	2	$ 492.00	
16	0 Schwarz St	1		80065	8/29/2023	2	$ 410.00	
	Par. No. (29 07 42 0 001 545.002)							
17	353 Ogden Ave	1		80066	3/26/2024	2	$ -	CBD
18	474 McCarley St	1		80067	8/1/2023	2	$ 410.00	
19	2735 Josephine St	1		80068	1/17/2023	1	$ 579.00	
20	724 Kentucky St	1	52251	80073	1/23/2024	1	$ 625.00	
	Total						$ 9,878.81	

District total for this group		Numbers of lots cut	
1	13	1	6
2	3	2	10
3	3	3	1
4	1	4	0
5	0	5	0
6	0	6	0
7	0	7	0
	20		17

*CBO Cut By Owner
*CBD Cut Before Declared
*N/A Taken out by Inspector
*ADD Added in from other Groups

Marchetta Jaite

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner: **AGEE CONSTANCE**

Address: **3921 FARGO WAY**

City, State, Zip: **NORTH HIGHLANDS, CA 95660-3715**

Repeat Group Number: **98** Item # **1**

Lot Description: **LOT 10 BLK E EXC REAR OR N 20 FT OF SAID LOT 10 SUNNYMEAD SUB DBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024 362 (29 02 44 0 024 362.XXX) 0 TUCKER ST**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,000	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**375.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner: **DOTCH NORMAN E**

Address: **1855 SAINT STEPHENS RD**

City, State, Zip: **MOBILE, AL 36617-6085**

Repeat Group Number: **98** Item # **2**

Lot Description: **LOT 1 JOSEPH C DOTCHVILLE S/D MAP BOOK 126 PAGE 124 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 543.001) 505 DONALD ST**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		31,535	$	0.0125	$	**394.19**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		3	$	3.00	$	**9.00**
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**660.19**

Shelia E Dean
SECRETARY

Marchetta Jones
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner: **EDDINS WILLIAM O & DONNA J**

Address: **8311 PIRTLE ST**

City, State, Zip: **CODEN, AL 36523-3101**

Repeat Group Number: **98** Item # **3**

Lot Description: **LOT 45 GULF MANOR 2ND ADD MBK 9 P 121 #SEC 7 T5S R1W #MP32 03 07 0 001 (32 03 07 0 001 022.XXX) 2752 FARNELL DR**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,212	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	**350.00**
		Total Project Cost:			$	**625.00**

Shelia E Dean
SECRETARY

Marchetta Tuite
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner:	**NICHOLSON JOYCELYN**
Address:	**1608 FAYE ST SW**
City, State, Zip:	**DECATUR, AL 35601-2733**
Repeat Group Number:	**98** Item # **4**
Lot 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 (29 06 13 0 002 217.XXX) 553 LIVE OAK ST**
Nuisance Date:	10/23/2025
Date lot was cut:	1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,452	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	35	$	7.00	$	**245.00**
		Total Project Cost:			$	**620.00**

Shelia E Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner: **LIBERTY MARY SPEARS**

C/O LLINDA SWEARINGEN

Address: **13677 STOCKBROOK RD**

City, State, Zip: **MORENO VALLLEY, CA 92553-6510**

Repeat Group Number: **98** Item # **5**

Lot Description: **BEG NW COR OF MENAS AVE & LIVE OAK ST & RUN N ALG LIVE OAK ST 65 FT THEN W PAR WITH MENAS AVE 120 FT THEN S PAR WITH LIVE OAK ST 65 FT THEN E-LY ALG MENAS AVE 120 FT TO BEG BEING PART LOTS 11, 12 & 13 BLK 21 TISDALE SUB FISHER TRT MBK 75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 202.XXX) 559 LIVE OAK ST**

Nuisance Date: 10/23/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,800	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheli a E Dean
SECRETARY

Marichetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **98** Item # **6**

Lot Description: **LOT 3 BLK 4 WILSONS 2ND ADD DBK 80 PG 190 #SEC 37 T4S R1W #MP29 10 37 0 004 (29 10 37 0 004 028.XXX) 854 MARINE ST**

Nuisance Date: 10/23/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,700	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E Dean
SECRETARY

Maheleth Santa
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner: **HARMON CHARLES JR & DELOIS**

C/O SONYA HARMON

Address: **307 LEXINGTON AVE**

City, State, Zip: **MOBILE, AL 36603-5156**

Repeat Group Number: **98** Item # **7**

Lot Description: **LOT 3 BLK 11 RICKARBY PL DB K 116 P 208 #SEC 28 T4S R1W #MP29 10 28 2 004 (29 10 28 2 004 037.XXX) 1856 CALMES ST**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,391	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	200	$	7.00	$	**1,400.00**
		Total Project Cost:			$	**1,675.00**

Sheila E Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner: **DELOACH CALVIN & QUEEN**

C/O HERBERT BURTON II

Address: **2370-G HILLCREST RD PMB**

City, State, Zip: **MOBILE, AL 36695**

Repeat Group Number: **98** Item # **8**

Lot Description: **E 147 FT(S) OF LOT 16 ROBINSON PL MBK 4 PG 491 #SEC 37 T5S R1W #MP32 02 37 0 003 (32 02 37 0 003 019.XXX) 1317 KEITH ST**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		13,818	$	0.0125	$	**172.73**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	**21.00**
		Total Project Cost:			$	**443.73**

Shelia E Dean
SECRETARY

Marchetta Foote
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner:	**CRICHTON MOBILE LLC**
	CORELOGIC COMMERCIAL TAX SERVICE
Address:	**P. O. BOX 961009**
City, State, Zip:	**FORT WORTH, TX 76161-0009**
Repeat Group Number:	**98** Item # **9**

Lot Description: **BEG AT A PT WHICH IS THE INTER OF THE W ROW LINE OF UNION AVE AND THE N ROW LINE OF SPRINGHILL AVE RUN WLY ALG SD N ROW LINE OF SPRINGHILL AVE A DIST OF 887.02 FT TO A PT TH WITH A DEFL ANGLE OF 86 DEG 48 MIN 30 SEC TO THE RIGHT RUN NLY A DIST OF 423.31 FT TO A PT ON THE S/L OF NEESE ADD TO CRICHTON MBK 4 PG 168-169 TH WITH A DEFL ANGLE OF 93 DEG 57 MIN 42 SEC TO THE RIGHT RUN ELY ALG SD S/L OF NEESE ADD TO CRICHTON A DIST OF 618.42 FT TO THE SW COR OF LOT 7 BLK K OF SD NEESE ADD TO CRICHTON TH WITH A DEFL ANGLE OF 90 DEG 00 MIN TO THE LEFT RUN NLY ALG THE W/L OF SD LOT 7 A DIST OF 120 FT TO THE NW COR OF SD LOT 7 SD COR BEING ON THE S ROW LINE OF FREDRICK ST TH WITH A DEFL ANGLE OF 90 DEG 00 MIN TO THE RIGHT RUN ELY ALG SD S ROW LINE OF FREDRICK ST & ALG THE N/L OF SD LOT 7 & THE N/L OF LOT 6 OF SD BLK K NEESE ADD TO CRICHTON A DIST OF 100 FT TO THE NE COR OF SD LOT 6 TH WITH A DEFL ANGLE OF 90 DEG 00 MIN TO THE RIGHT RUN SLY ALG THE E/L OF SD LOT 6 A DIST OF 120 FT TO THE SE COR OF SD LOT 6 TH WITH A DEFL ANGLE OF 90 DEG 00 MIN TO THE LEFT RUN ELY ALG SD S/L OF NEESE ADD TO CRICHTON A DIST OF 155.4 FT TO THE NE COR OF LOT 2 OF SD BLK K NEESE ADD TO CRICHTON SD COR BEING ON THE AFOREMENT W ROW LINE OF UNION AVE TH WITH A DEFL ANGLE OF 84 DEG 06 MIN 06 SEC TO THE RIGHT RUN SLY ALG THE E/L OF SD LOT 2 & THE E/L OF LOT 1 OF SD BLK K NEESE ADD TO CRICHTON & ALG SD W ROW LINE OF UNION AVE A DIST OF 412.51 FT TO THE POB CONTAINS 8.6944 ACRES MOL #SEC 18 T4S R1W #MP29 08 18 1 002(29 08 18 1 002 024.XXX) 2954 SPRINGHILL AVE**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,000	$	0.0125	$	**150.00**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		7	$	3.00	$	**21.00**
Debris Removal	Cubic Yard	45	$	7.00	$	**315.00**
		Total Project Cost:			$	**736.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
February 5, 2026

Lot Owner:	**POWERS REBA L**
Address:	**153 W BARATARA DR**
City, State, Zip:	**CHICKASAW, AL 36611-1118**
Repeat Group Number:	**98** Item # **10**

Lot Description: **LOT 5 BLK G RESUB OF WESTLAWN MBK 4 P 516 #SEC 19 T4S R1W #MP29 08 19 4 001 (29 08 19 4 001 011.XXXX) 2726 EMOGENE ST**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,997	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	**300.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	**21.00**
		Total Project Cost:			$	**496.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
February 5, 2026

Lot Owner: **KIRKSEY THOMAS & CAROLYN I**

ATTN FRANKIE MILLER

Address: **300 FAVOR RD APT 6209**

City, State, Zip: **FAYETTEVILLE, GA 30214-7699**

Repeat Group Number: **98** Item # **11**

Lot Description: **LOT 38 JEWEL DOWNS SUB MBK 8 P 1 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 522.XXX) 1001 BARBARA DR E**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,001	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		2	$	3.00	$	**6.00**
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**281.00**

Shelia Dean
SECRETARY
Michelle Davis
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner: **LYMON BEN & THELMA T**

Address: **6805 HALEY DR**

City, State, Zip: **MOBILE, AL 36618-4903**

Repeat Group Number: **98** Item # **12**

Lot Description: **LOT 42 STANTON PL MBK 6/279 #SEC 42 T4S R1W #MP29 07 42 0 003 (29 07 42 0 003 051.XXX) 502 STANTON RD**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,335	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**382.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
February 5, 2026

Lot Owner: **JKG PROPERTIES LLC**

Address: **6000 GRELOT RD**

City, State, Zip: **MOBILE, AL 36609**

Repeat Group Number: **98** Item # **13**

Lot Description: **LOT 135 DIV A MILLVILLE DBK 121 NS P 512 #SEC 17 T4S R1W #MP29 08 17 2 000 (29 08 17 2 000 011.XXX) 469 MCCARLEY ST**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		10,283	$	0.0125	$	**128.54**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		6	$	3.00	$	**18.00**
Debris Removal	Cubic Yard	40	$	7.00	$	**280.00**
		Total Project Cost:			$	**576.54**

Sheliae Dean
SECRETARY
Marchetta Davis
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
February 5, 2026

Lot Owner: **FOX ANNIE DELORES HAWTHORNE**

Address: **1056 TEXAS ST**

City, State, Zip: **MOBILE, AL 36604**

Repeat Group Number: **98** Item # **14**

Lot Description: **LOTS 2 & 3 BLK D OF SUNNYMEADE SUBDIV DBK 156 N.S. P 488 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 214.XXX) 765 DONALD ST**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		10,588	$	0.0125	$	**132.35**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**392.35**

Sheliase Dean
SECRETARY
Marchette Pate
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
February 5, 2026

Lot Owner: **BROWN ANDREW**

Address: **169 W ROBINSON JCT RD**

City, State, Zip: **BUCKATUNNA, MS 39322**

Repeat Group Number: **98** Item # **15**

Lot Description: **LOT 1 BLK D SUNNYMEADE DBK 156 PG 488 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 213.XXX) 2005 TUCKER ST**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,990	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		4	$	3.00	$	**12.00**
Debris Removal	Cubic Yard	15	$	7.00	$	**105.00**
		Total Project Cost:			$	**492.00**

Sheila E Dean
SECRETARY
Machitta Davis
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner: **BAYSIDE PROPERTY CONSULTANTS LLC**

Address: **2200 HWY 98 STE 4 PMB**

City, State, Zip: **DAPHNE, AL 36526**

Repeat Group Number: **98** Item # **16**

Lot Description: **LOT 2 TOULMINVILLE S/D #2 MBK 116/11 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 545.002) 0 SCHWARTZ ST**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,075	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	**35.00**
		Total Project Cost:			$	**410.00**

Sheila E Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner: **MITCHELL JERRY**

Address: **231 WOODLAKE MANOR DR**

City, State, Zip: **LAKEWOOD, NJ 07718**

Repeat Group Number: **98** Item # **18**

Lot Description: **N 1/2 OF LOTS 96, 98, & 97 DIV A MILLVILLE DBK 121 N S P 512 #SEC 17 T4S R1W #MP29 08 17 2 000 (29 08 17 2 000 030.XXX) 474 MCCARLEY ST**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,750	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	**35.00**
		Total Project Cost:			$	**410.00**

Shelia E Dean
SECRETARY

Marchetta Reite
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner: **RISPER CLARENCE & LETTIE MA**

C/O RISPER CLARANCE & LETTIE MAE

Address: **P. O. BOX 7612**

City, State, Zip: **MOBILE, AL 36670**

Repeat Group Number: **98** Item # **19**

Lot Description: **E 83 FT LOT 128 & 129 DIV A MILLVILLE SUB DBK 121 P 512 #SEC 17 T4S R1W #MP29 08 17 2 000 (29 08 17 2 000 007.XXX) 2735 JOSEPHINE ST**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,621	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		8	$	3.00	$	**24.00**
Debris Removal	Cubic Yard	40	$	7.00	$	**280.00**
		Total Project Cost:			$	**579.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

February 5, 2026

Lot Owner: **JOHNSON CASSANDRA HARRIS**

Address: **2435 CLAIRMONT DR W**

City, State, Zip: **SEMMES, AL 36575-3315**

Repeat Group Number: **98** Item # **20**

Lot Description: **LOTS 70 & 71 BLK 1 OAKDALE SUBD DBK 156/458 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 078.XXX) 724 KENTUCKY ST**

Nuisance Date: 10/23/2025

Date lot was cut: 1/27/2026 Contractor: Issac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,324	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	**350.00**
		Total Project Cost:			$	**625.00**

SECRETARY

INSPECTOR

SUPERVISOR

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, the Mobile City Council adopted Resolution 60-1559 on December 30, 2025, approving the Release of Claims and Settlement Agreement for Harriet Alston; and,

WHEREAS, Resolution 60-1559 should have authorized the Release of Claims and Settlement Agreement for Nillette Riollano Velaquez, not Harriet Alston.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Resolution 60-1559 be corrected to show the approval of Release of Claims and Settlement Agreement is for Nillette Riollano Velaquez.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 13 January 2026 (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 Warner's Athletic Construction Co LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Warner's Athletic Construction Co LLC for replacement artificial turf for Herndon - Sage Park. This amends Vendor name & amount from Resolution 08-089 2026. Vendor is authorized Shaw turf product reseller/installer. CIP Herndon Sage Turf Replacement

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $1,120,000.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

Vendor change at Dept request for familiarity with this project. Amount increased by $20,000 for additional surface preparation needed during installation.

R E S O L U T I O N

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, a 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. This authorization amends previously approved Resolution 08-089-2026 for amount and Vendor.

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5762	2026	(2025) OPERATIONS AND CEMETERIES	SHAW ARTIFICAL TURF REPLACEMENT SYSTEM FOR HERNDON-SAGE PARK (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$1,120,000.00	(300169) WARNER'S ATHLETIC CONSTRUCTION CO LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00005762-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
WARNER'S ATHLETIC CONSTRUCTION CO LLC	PARKS SAGE AVE
570 HUNTLY INDUSTRIAL BLVD	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607
SMYRNA, TN 37167	DEEANN.POPPLE@CITYOFMOBILE.ORG
Tel#615 459 6993	Delivery Reference
	DEEANN POPPLE
	Deliver To
	PARKS SAGE AVE
	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/19/26	300169				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER THE SOURCEWELL CONTRACT # 031622-SII AND YOUR QUOTE			
001	DESCRIPTION OF PROPOSED CONSTRUCTION PROJECT Warner Athletic Construction proposes to remove, haul off/ dispose of, regrade/ prep and provide and install new Shaw Sports Legion Pro turf system at Herndon park. Pricing based off of Dec/ January install dates and an assumption of minimal basework. WA will damage the base to an extent removing the current system and we have priced to fix said damage and can also correct small grade issues throughout the rest of the fields. Sourcewell Contract #031622-SII. Contract to include simple repair to existing storm manhole to ensure safety as well as regrading of the 3 fields stone base once turf is removed. TURF FIELDS, SAGE PARK, SOURCEWELL CONTRACT # 031622-SII	1.00 EACH	1120000.00000	1120000.00
	Additional Description Notes			

Bill To	Requisition 00005762-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
WARNER'S ATHLETIC CONSTRUCTION CO LLC	PARKS SAGE AVE
570 HUNTLY INDUSTRIAL BLVD	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607
SMYRNA, TN 37167	DEEANN.POPPLE@CITYOFMOBILE.ORG
Tel#615 459 6993	Delivery Reference
	DEEANN POPPLE
	Deliver To
	PARKS SAGE AVE
	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/19/26	300169				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price

DESCRIPTION OF PROPOSED CONSTRUCTION PROJECT
Warner Athletic Construction proposes to remove, haul off/ dispose of, regrade/ prep and provide and install
new Shaw Sports Legion Pro turf system at Herndon park. Pricing based off of Dec/ January install dates and
an assumption of minimal basework. WA will damage the base to an extent removing the current system and
we have priced to fix said damage and can also correct small grade issues throughout the rest of the fields.
Sourcewell Contract #031622-SII. Contract to include simple repair to existing storm manhole to ensure safety
as well as regrading of the 3 fields stone base once turf is removed.

Scope of Work:
• Removal and disposal of existing turf system. All stone to be lightly graded to fix traffic from removal.
Significant deficiencies in existing base system will be brought to owners attention and remedied upon
approval.
• Supply and Install Shaw Sports Turf Legion Pro 2.0 turf system and all sand and rubber infill components
• Turf graphics and line packages to replicate previous fields
• Standard colors only
• Line package installs to include various soccer fields as well as lines only for football one one field
• One gmax treat per completion of turf install
• All unusable material to be left for use by owner
• All materials to be accompanied by standard 8 year manufacturer warranty as well as maintenance manual
and training session
• Light relandscaping to correct areas disturbed by warner

Bill To	Requisition 00005762-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
WARNER'S ATHLETIC CONSTRUCTION CO LLC 570 HUNTLY INDUSTRIAL BLVD SMYRNA, TN 37167 Tel#615 459 6993	PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/19/26	300169				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
	• Pricing based on private wages and includes one mobilization. Exclusions: • Third Party Testing/ Certifications • Any prevailing wages • Sales Tax • Bonding/ Permit Fees • Additional rock or excavation needed to repair sub-base under existing turf • Any engineering or soil testing • Any additional environmental or product testing not listed above • Any sediment or storm water measures not listed above • Any environmental or storm water applications possibly needed by local ordinance • Any damage to existing parking lots. Assumptions are made that the parking lots/ asphalt will hold up standard construction practices. • Any additional line packages not originally approved on shop drawings • Locating, relocating, removal, supply, installation of any existing or planned utilities. • Any moving/ renovations of freestanding existing field equipment such as soccer goals or goal posts • Any maintenance packages • Any shock pads or e layers. • No allowance given for protection of existing hardscapes • Anything not expressly listed above Conditions: • Force majeure and delays beyond Warner Athletic control • Warner requires previously discussed staging area to efficiently complete the project • Proposal and agreement payment terms are subject to approval by Warner			

Bill To	Requisition 00005762-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
WARNER'S ATHLETIC CONSTRUCTION CO LLC	PARKS SAGE AVE
570 HUNTLY INDUSTRIAL BLVD	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607
SMYRNA, TN 37167	DEEANN.POPPLE@CITYOFMOBILE.ORG
Tel#615 459 6993	Delivery Reference
	DEEANN POPPLE
	Deliver To
	PARKS SAGE AVE
	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/19/26	300169				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
	Atheltic • Changes in the scope of work will result in change orders • Warner Athletic will not be subject to any liquidated damages			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F533-001 .CONSTRUCTN. .			1120000.00

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
Delivery Reference
DEEANN POPPLE

Deliver To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607

Requisition Link

Requisition Total 1120000.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E F533-001 .CONSTRUCTN. .	1120000.00	84125.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.		

Bill To	Requisition 00005762-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
WARNER'S ATHLETIC CONSTRUCTION CO LLC	PARKS SAGE AVE
570 HUNTLY INDUSTRIAL BLVD	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607
SMYRNA, TN 37167	DEEANN.POPPLE@CITYOFMOBILE.ORG
Tel#615 459 6993	Delivery Reference
	DEEANN POPPLE
	Deliver To
	PARKS SAGE AVE
	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/19/26	300169				OPERATIONS & CEMETERIES

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION	1120000.00	4623890.53

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

Activity	Date	Clerk	Comment
CCancelled	01/05/26	SANDRA LEWIS	GL Allocation changed
Forward	12/19/25	CARLEEN STOUT	
Approved	12/19/25	KIM CARMODY	
Approved	12/19/25	CHAD HOLM	Auto approved by: 910520521
Forward	12/23/25	CARLEEN STOUT	
Approved	12/29/25	KIM CARMODY	
Approved	12/29/25	CHAD HOLM	Auto approved by: 910520521
Forward	01/12/26	CARLEEN STOUT	
Approved	01/14/26	CHAD HOLM	Auto approved by: 91055604
Approved	01/14/26	DANIEL OTTO	
Rejected	12/22/25	TIFFANY HOLLINS	Review expense string.
Approved	12/29/25	BRENDA RHODES	
Approved	12/29/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/29/25	RELYA MALLORY	Auto approved by: 910511034
Approved	01/14/26	BRENDA RHODES	
Approved	01/14/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/14/26	RELYA MALLORY	Auto approved by: 910511034
Unknown	01/05/26	SANDRA LEWIS	
Rejected	01/05/26	SANDRA LEWIS	as per our discussion
Unknown	01/28/26	SANDRA LEWIS	
Rejected	01/28/26	SANDRA LEWIS	no business license
Queued	02/19/26	CARLEEN STOUT	no business license
Queued	02/19/26	CHAD HOLM	no business license
Pending		BRENDA RHODES	no business license
Pending		TIFFANY HOLLINS	no business license
Pending		RELYA MALLORY	no business license

Bill To	Requisition 00005762-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
WARNER'S ATHLETIC CONSTRUCTION CO LLC	PARKS SAGE AVE
570 HUNTLY INDUSTRIAL BLVD	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607
SMYRNA, TN 37167	DEEANN.POPPLE@CITYOFMOBILE.ORG
Tel#615 459 6993	Delivery Reference
	DEEANN POPPLE
	Deliver To
	PARKS SAGE AVE
	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/19/26	300169				OPERATIONS & CEMETERIES

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	DONALD ROSE		no business license	
	Pending	SANDRA LEWIS		no business license	
	Pending	STEVEN KRONINGER		no business license	
	Pending	SAMANTHA COOLEY		no business license	
	Pending	JAMES NEESE		no business license	
	Pending	PATRICIA KENNEDY-JONES		no business license	
	Pending	REBECCA CRUMPLER		no business license	
	Pending	ANNE FOLEY		no business license	
	Pending	JOHN PAINE		no business license	

Authorized By: _____ Date: _____
Signature

Shaw Integrated and Turf Solutions, Inc.

Turnkey turf surfacing

#031622-SII
Maturity Date: 5/26/2027

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 031622-SII gives access to the following types of goods and services:

- Product consultation
- Ground removal & preparation
- Specification & design support
- Construction consultation
- Logo & field markings
- Infill placement
- Field inspection
- Maintenance & care
- Synthetic sports turf field design
- Reclamation, recycle, & reuse programs
- Alternative infills
- Performance shock pads

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

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Shaw Sports Turf

	SOURCEWELL							
PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
TFA01	Momentum SD 2.0	Synthetic turf system with 2.0" Momentum SD with rubber/sand infill	SF	$4.74	5.00%	$4.50	8 year MFG Limited	Yes
TFA02	Momentum SD 2.25	Synthetic turf system with 2.25" Momentum SD with rubber/sand infill	SF	$5.12	5.00%	$4.87	8 year MFG Limited	Yes
TFA03	Momentum SD 2.5	Synthetic turf system with 2.5" Momentum SD with rubber/sand infill	SF	$5.62	5.00%	$5.34	8 year MFG Limited	Yes
N/A	Momentum HP 1.75	Synthetic Turf system with 1.75" slit- tape fibes and sand & rubber infill (Includes Installation)	SF	$5.05	5.00%	$4.80	8 year MFG Limited	Yes
TF001	Momentum HP 2.0	Synthetic turf with 2.0 inch polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	SF	$5.11	5.00%	$4.86	8 year MFG Limited	Yes
TF001	Momentum HP 2.0 R	Synthetic turf with 2.0 inch polyethylene slit-film fiber and all rubber infill (Price includes Installation)	SF	$4.98	5.00%	$4.73	8 year MFG Limited	Yes
TF055	Momentum HP 2.25	Synthetic turf with 2.25 inch polyethylene slit-film fiber and all rubber infill (Price includes Installation)	SF	$5.35	5.00%	$5.08	8 year MFG Limited	Yes
TF002	Momentum HP 2.5	Synthetic turf with 2.5 inch polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	/SF	$5.95	5.00%	$5.65	8 year MFG Limited	Yes
N/A	Momentum Pro 1.75	Synthetic Turf system with 1.75" XP Pro polyethylene slit film fiber and sand & rubber infill (includes installation)	SF	$5.10	5.00%	$4.85	8 year MFG Limited	Yes
TF007	Momentum Pro 2.0	Synthetic turf with 2.0 inch XP Pro polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	/SF	$5.23	5.00%	$4.97	8 year MFG Limited	Yes
TF008	Momentum Pro 2.25	Synthetic turf with 2.25 inch XP Pro polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	SF	$5.48	5.00%	$5.21	8 year MFG Limited	Yes
TF009	Momentum Pro Plus 2.25	Synthetic turf with 2.25 inch XP Pro polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	SF	$5.74	5.00%	$5.45	8 year MFG Limited	Yes
N/A	Momentum NXT 1.75	Synthetic Turf System with dual slit tape fiber. Sand & Rubber infill (Includes Installation).	SF	$5.35	5.00%	$5.08	8 year MFG Limited	Yes
N/A	Momentum NXT 2.0	Synthetic Turf System with dual slit tape fiber. Sand & Rubber infill (Includes Installation).	SF	$5.48	5.00%	$5.21	8 year MFG Limited	Yes
N/A	Momentum NXT 2.25	Synthetic Turf System with dual slit tape fiber. Sand & Rubber infill (Includes Installation).	Sf	$5.63	5.00%	$5.35	8 year MFG Limited	Yes
N/A	Momentum NXT 2.5	Synthetic Turf System with dual slit tape fiber. Sand & Rubber infill (Includes Installation).	SF	$5.88	5.00%	$5.57	8 year MFG Limited	Yes
TF047	Powerblade SD 2.0	Synthetic turf with 2.0 inch polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	$5.02	5.00%	$4.77	8 year MFG Limited	Yes
TF048	Powerblade SD 2.25	Synthetic turf with 2.25" polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	$5.29	5.00%	$5.03	8 year MFG Limited	Yes
TF049	Powerblade SD 2.5	Synthetic turf with 2.5" polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	$5.50	5.00%	$5.22	8 year MFG Limited	Yes

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
N/A	Powerblade HP 1.75	Synthetic turf with 1.75" polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	$5.02	5.00%	$4.77	8 year MFG Limited	Yes
TF004	Powerblade HP 2.0	Synthetic turf with 2.0 inch polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	$5.22	5.00%	$4.96	8 year MFG Limited	Yes
TF005	Powerblade HP 2.25	Synthetic turf with 2.25 inch polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	$5.50	5.00%	$5.22	8 year MFG Limited	Yes
TF006	Powerblade HP 2.5	Synthetic turf with 2.5 inch polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	$5.75	5.00%	$5.46	8 year MFG Limited	Yes
N/A	Powerblade Pro 1.75	Synthetic Turf with 1.75" polyethylene monofilament fiber and sand & rubber infill (Price Includes Installation).	SF	$5.42	5.00%	$5.15	8 year MFG Limited	Yes
TF042	Powerblade Pro 2.0	Synthetic turf with 2.0 inch Bolt polyethylene monofilament fiber and sand & rubber infill (Includeds Installation)	SF	$5.72	5.00%	$5.44	8 year MFG Limited	Yes
TF043	Powerblade Pro 2.25	Synthetic turf with 2.25 inch Bolt polyethylene monofilament fiber and sand & rubber infill (Price includes turf material Installation only)	SF	$6.04	5.00%	$5.73	8 year MFG Limited	Yes
TF044	Powerblade Pro 2.5	Synthetic turf with 2.5 inch Bolt polyethylene monofilament fiber and sand & rubber infill (Includes Installation)	SF	$6.29	5.00%	$5.97	8 year MFG Limited	Yes
TFA04	Legion SD 2.0	Synthetic turf system with 2.0" Legion SD with rubber/sand infill	SF	$4.92	5.00%	$4.67	8 year MFG Limited	Yes
TFA05	Legion SD 2.25	Synthetic turf system with 2.25" Legion SD with rubber/sand infill	SF	$5.35	5.00%	$5.08	8 year MFG Limited	Yes
N/A	Legion HP 1.75	Synthetic Turf system with 1.75" polyethylene monofilament and slit- film mixture and sand & rubber infill (Price Includes Installation)	SF	$5.18	5.00%	$4.92	8 year MFG Limited	Yes
TFA45	Legion HP 2.0	Synthetic turf with 2.0 inch polyethylene monofilament and slit-film fibers mixture and sand & rubber infill (Price includes Installation)	SF	$5.44	5.00%	$5.16	8 year MFG Limited	Yes
TFA46	Legion HP 2.25	Synthetic turf with 2.25 inch polyethylene monofilament and slit-film fibers mixture and sand & rubber infill (Price includes Installation)	SF	$5.69	5.00%	$5.40	8 year MFG Limited	Yes
TF056	Legion HP 2.5	Synthetic turf with 2.5 inch polyethylene monofilament and slit-film fibers mixture and sand & rubber infill (Price includes Installation)	SF	$5.94	5.00%	$5.64	8 year MFG Limited	Yes
TFA56	Legion Pro 1.75	Synthetic Turf with 1.75" Bolt polyethylene monofilament and slit film fiber mixture with sand & rubber infill (includes installation)	SF	$5.50	5.00%	$5.22	8 year MFG Limited	Yes
TF081	Legion Pro 2.0	Synthetic Turf with 2" Bolt polyethylene monofilament and slit film fiber mixture with sand & rubber infill (includes installation)	SF	$5.75	5.00%	$5.46	8 year MFG Limited	Yes
TF082	Legion Pro 2.25	Synthetic Turf with 2.25" Bolt polyethylene monofilament and slit film fiber mixture with sand & rubber infill (includes installation)	SF	$5.94	5.00%	$5.64	8 year MFG Limited	Yes
TF083	Legion Pro 2.5	Synthetic Turf with 2.5" Bolt polyethylene monofilament and slit film fiber mixture with sand & rubber infill (includes installation)	SF	$6.19	5.00%	$5.88	8 year MFG Limited	Yes

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
N/A	Legion NXT 1.75	Synthetic Turf with 1.75" Thunderbolt polyethylene monofilament and slit- film fiber mixture with sand & rubber infill (includes installation).	SF	$5.89	5.00%	$5.60	8 year MFG Limited	Yes
N/A	Legion NXT 2.0	Synthetic Turf with 2.0" Thunderbolt polyethylene monofilament and slit- film fiber mixture with sand & rubber infill (includes installation).	SF	$6.29	5.00%	$5.97	8 year MFG Limited	Yes
N/A	Legion NXT 2.25	Synthetic Turf with 2.25" Thunderbolt polyethylene monofilament and slit- film fiber mixture with sand & rubber infill (includes installation).	SF	$6.49	5.00%	$6.17	8 year MFG Limited	Yes
TF097	Spikezone SD 2.0	Synthetic turf system with 2" polyethylene monofilament fiber with Spikezone and sand & rubber infill (includes installation)	SF	$5.47	5.00%	$5.20	8 year MFG Limited	Yes
TF098	Spikezone SD 2.25	Synthetic turf system with 2.25" polyethylene monofilament fiber with Spikezone and sand & rubber infill (includes installation)	SF	$5.72	5.00%	$5.44	8 year MFG Limited	Yes
N/A	Spikezone HP 1.75	Synthetic turf system with 1.75" polyethylene monofilament fiber with Spikezone and sand & rubber infill (includes installation)	SF	$5.62	5.00%	$5.34	8 year MFG Limited	Yes
TF095	Spikezone HP 2.0	Synthetic turf with 2" polyethylene monofilament fiber and Spike Zone with sand & rubber infill (Price includes Installation)	SF	$5.72	5.00%	$5.44	8 year MFG Limited	Yes
TF026	SpikeZone HP 2.25	Synthetic turf with 2.25" polyethylene monofilament fiber and Spike Zone with sand & rubber infill (Price includes Installation)	SF	$6.02	5.00%	$5.72	8 year MFG Limited	Yes
TF096	Spikezone HP 2.5	Synthetic turf with 2.25" polyethylene monofilament fiber and Spike Zone with sand & rubber infill (Price includes Installation)	SF	$6.37	5.00%	$6.05	8 year MFG Limited	Yes
TF099	Spikezone Pro 1.5	Synthetic turf with 1.5" polyethylene monofilament and slit film fiber mixture and Spike Zone with sand & rubber infill (Price includes Installation)	SF	$5.74	5.00%	$5.45	8 year MFG Limited	Yes
TFA10	Spikezone Pro 1.75	Synthetic turf with 1.75" polyethylene monofilament and slit film fiber mixture and Spike Zone with sand & rubber infill (Price includes Installation)	SF	$5.87	5.00%	$5.57	8 year MFG Limited	Yes
TF060	Spikezone Pro 2.0	Synthetic turf with 2.0 inch polyethylene monofilament and slit-film fiber mixture with spike zone thatch and sand & rubber infill (Price includes Installation)	SF	$5.98	5.00%	$5.68	8 year MFG Limited	Yes
TF061	Spikezone Pro 2.25	Synthetic turf with 2.25 inch polyethylene monofilament and slit-film fiber mixture with a spike zone thatch and sand & rubber infill (Price includes Installation)	SF	$6.28	5.00%	$5.96	8 year MFG Limited	Yes
TF036	TruHop 1.65	Synthetic turf with 1.65 inch polyethylene slit-film fiber and spike zone with sand & rubber infill (Price includes Installation)	SF	$5.48	5.00%	$5.21	8 year MFG Limited	Yes
TF030	TruHop 1.75	Synthetic turf with 1.75 inch polyethylene slit-film fiber and and spike zonee with sand & rubber infill (Price includes Installation)	SF	$5.69	5.00%	$5.40	8 year MFG Limited	Yes
N/A	Powerblade Pro Elite 2.5 38	Synthetic Turf with 2.5 polyethylene monofilament fibers with rubber and sand infill. Includes installation	SF	$6.12	5.00%	$5.81	8 year MFG Limited	Yes

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
N/A	Powerblade Pro Elite 2.5 48	Synthetic Turf with 2.5 polyethylene monofilament fibers with rubber and sand infill. Includes installation	SF	$6.37	5.00%	$6.05	8 year MFG Limited	Yes
N/A	Classic Eco- E 1.75 50	Synthetic Turf with 1.75" polyethylene high performance slit- film fiber with Envirofill infill. Includes Installation. Shock Pad NOT Included.	SF	$12.94	5.00%	$12.29	8 year MFG Limited	Yes
N/A	GAMEON Legion Turf System	GAMEON - Proprietary GameOn Legion Synthetic Turf Technology. Lines, Logos, Numbers, Letters, Hash Marks and Design features tufted into the turf. Price includes infill and installation.	SF	$13.43	5.00%	$12.77	8 year MFG Limited	Yes
N/A	B1K Baseball Turf System (Full Field)	B1K Baseball Turf System (Full Field) Price Includes Installation	SF	$11.00	5.00%	$10.45	8 year MFG Limited	Yes
N/A	B1K Baseball Infield Turf System	B1K Baseball Infield Turf System (Infield Only) - Price includes installation	SF	$13.00	5.00%	$12.35	8 year MFG Limited	Yes
N/A	B1K Outfield Turf System	B1K Baseball Outfield Turf System (Outfield Only) - Price Includes Installation	SF	$12.00	5.00%	$11.40	8 year MFG Limited	Yes
N/A	B1K Double Play Turf System	B1K Double Play Turf System (Full Field) - Price Includes Installation & Pad	SF	$12.00	5.00%	$11.40	8 year MFG Limited	Yes
N/A	B1K Double Play Infield Turf System	B1K Double Play Baseball Infield Turf System (Infield Only) - Price Includes Installation & Pad	SF	$14.00	5.00%	$13.30	8 year MFG Limited	Yes
N/A	B1K Double Play Turf System	B1K Double Play Baseball Outfield Turf System (Outfield Only) - Price Includes Installation & Pad	SF	$13.00	5.00%	$12.35	8 year MFG Limited	Yes
N/A	B1K Natural Baseball Turf System	B1K Natural Baseball Turf System (Full Field) - Price Includes Installation & Pad	SF	$13.00	5.00%	$12.35	8 year MFG Limited	Yes
N/A	B1K Natural Baseball Infield Turf System	B1K Natural Baseball Infield Turf System (Infield Only) - Price Includes Installation & Pad	SF	$15.00	5.00%	$14.25	8 year MFG Limited	Yes
N/A	B1K Natural Outfield Turf System	B1K Natural Baseball Outfield Turf System (Outfield Only) - Price Includes Installation & Pad	SF	$14.00	5.00%	$13.30	8 year MFG Limited	Yes
NSP	Synthetic Turf System w/ Standard Infill (Rubber & Sand) - Includes Installation	Synthetic Turf System with standard infill (sbr and sand) - includes installation	SF	$6.19	5.00%	$5.88	8 year MFG Limited	Yes
NSP	Synthetic Turf System w/ Standard Infill (Rubber & Sand) + Pad - Includes Installation	Synthetic Turf System with standard infill (sbr and sand) and Shaw approved pad - includes installation	SF	$9.38	5.00%	$8.91	8 year MFG Limited	Yes
NSP	Synthetic Turf System with Shaw approved alternate infill (Geofill, TPE, EPDM, Coated rubber, others) - includes installation	Synthetic Turf System with Shaw approved alternate infill (Geofill, TPE, EPDM, Coated rubber, others) - includes installation	SF	$9.56	5.00%	$9.08	8 year MFG Limited	Yes
NSP	Synthetic Turf System with Shaw approved alternate infill (Geofill, TPE, EPDM, Coated rubber, others) + Pad (Includes installation)	Synthetic Turf System with Shaw approved alternate infill (Geofill, TPE, EPDM, Coated rubber, others) + Pad (Includes Installation)	SF	$12.44	5.00%	$11.82	8 year MFG Limited	Yes
TFA01	Green Momentum SD 2.0 - Turf Only - FOB Dalton, GA	Green Momentum SD 2" - Turf Only - FOB Dalton, GA	SF	$1.99	5.00%	$1.89	8 year MFG Limited	No
TFA02	Green Momentum SD 2.25 - Turf Only - FOB Dalton, GA	Green Momentum SD 2.25" - Turf Only - FOB Dalton, GA	SF	$2.21	5.00%	$2.10	8 year MFG Limited	No

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
TFA03	Green Momentum SD 2.5 - Turf Only - FOB Dalton, GA	Green Momentum SD 2.5" - Turf Only - FOB Dalton, GA	SF	$2.37	5.00%	$2.25	8 year MFG Limited	No
N/A	Green Momentum HP 1.75 -Turf Only - FOB Dalton, GA	Green Momentum HP 1.75" - Turf Only - FOB Dalton, GA	SF	$2.13	5.00%	$2.02	8 year MFG Limited	No
TF001	Green Momentum HP 2.0 - Turf Only - FOB Dalton, GA	Green Momentum HP 2" - Turf Only - FOB Dalton, GA	SF	$2.32	5.00%	$2.21	8 year MFG Limited	No
TF055	Green Momentum HP 2.25 - Turf Only - FOB Dalton, GA	Green Momentum HP 2.25" - Turf Only - FOB Dalton, GA	SF	$2.53	5.00%	$2.41	8 year MFG Limited	No
TF002	Green Momentum HP 2.5 - Turf Only - FOB Dalton, GA	Green Momentum HP 2.5" - Turf Only - FOB Dalton, GA	SF	$2.66	5.00%	$2.53	8 year MFG Limited	No
N/A	Green Momentum Pro 1.75 - Turf Only - FOB Dalton, GA	Green Momentum Pro 1.75" - Turf Only - FOB Dalton, GA	SF	$2.39	5.00%	$2.27	8 year MFG Limited	No
TF007	Green Momentum Pro 2.0 - Turf Only - FOB Dalton, GA	Green Momentum Pro 2" - Turf only - FOB Dalton, GA	SF	$2.49	5.00%	$2.37	8 year MFG Limited	No
TF008	Green Momentum Pro 2.25 - Turf Only - FOB Dalton, GA	Green Momentum Pro 2.25" - Turf only - FOB Dalton, GA	SF	$2.67	5.00%	$2.54	8 year MFG Limited	No
TF009	Green Momentum Pro Plus 2.25 - Turf Olny - FOB Dalton, GA	Green Momentum Pro 2.25" - Turf only - FOB Dalton, GA	SF	$2.91	5.00%	$2.77	8 year MFG Limited	No
N/A	Green Momentum NXT 1.75 - Turf Only - FOB Dalton, GA	Green Momentum NXT 1.75 - Turf Only - FOB Dalton, GA	SF	$2.54	5.00%	$2.41	8 year MFG Limited	No
N/A	Green Momentum NXT 2.0 - Turf Only - FOB Dalton, GA	Green Momentum NXT 2.0 - Turf Only - FOB Dalton, GA	SF	$2.65	5.00%	$2.52	8 year MFG Limited	No
N/A	Green Momentum NXT 2.25 - Turf Only - FOB Dalton, GA	Green Momentum NXT 2.25 - Turf Only - FOB Dalton, GA	SF	$2.78	5.00%	$2.64	8 year MFG Limited	No
N/A	Green Momentum NXT 2.5 - Turf Only - FOB Dalton, GA	Green Momentum NXT 2.5 - Turf Only - FOB Dalton, GA	SF	$2.91	5.00%	$2.76	8 year MFG Limited	No
TF047	Green Powerblade SD 2.0 - Turf Only -FOB Dalton, GA	Green Powerblade SD 2" - Turf Only - FOB Dalton, GA	SF	$1.88	5.00%	$1.78	8 year MFG Limited	No
TF048	Green Powerblade SD 2.25 - Turf Only - FOB Dalton, GA	Green Powerblade SD 2.25" - Turf Only - FOB Dalton, GA	SF	$1.95	5.00%	$1.85	8 year MFG Limited	No
TF049	Green Powerblade SD 2.5 - Turf Only - FOB Dalton, GA	Green Powerblade SD 2.5" - Turf Only - FOB Dalton, GA	SF	$2.02	5.00%	$1.92	8 year MFG Limited	No
N/A	Green Powerblade HP 1.75 - Turf Only - FOB Dalton, GA	Green Powerblade HP 1.75" - Turf Only - FOB Dalton, GA	SF	$2.13	5.00%	$2.02	8 year MFG Limited	No
TF004	Green Powerblade HP 2.0 - Turf Only - FOB Dalton, GA	Green Powerblade HP 2" - Turf Only - FOB Dalton, GA	SF	$2.28	5.00%	$2.17	8 year MFG Limited	No
TF005	Green Powerblade HP 2.25 - Turf Only - FOB Dalton, GA	Green Powerblade HP 2.25" - Turf Only - FOB Dalton, GA	SF	$2.39	5.00%	$2.27	8 year MFG Limited	No
TF006	Green Powerblade HP 2.5 - Turf Only - FOB Dalton, GA	Green Powerblade HP 2.5" - Turf Only - FOB Dalton, GA	SF	$2.53	5.00%	$2.41	8 year MFG Limited	No
N/A	Green Powerblade Pro 1.75 - Turf Only - FOB Dalton, GA	Green Powerblade Pro 1.75" - Turf Only - FOB Dalton, GA	SF	$2.27	5.00%	$2.15	8 year MFG Limited	No
TF042	Green Powerblade Pro 2.0 - Turf Only - FOB Dalton, GA	Green PowerBlade Pro 2" - Turf Only - FOB Dalton, GA	SF	$2.52	5.00%	$2.39	8 year MFG Limited	No
TF043	Green Powerblade Pro 2.25 - Turf Only - FOB Dalton, GA	Green PowerBlade Pro 2.25" - Turf Only - FOB Dalton, GA	SF	$2.66	5.00%	$2.53	8 year MFG Limited	No

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TF044	Green Powerblade Pro 2.5 - Turf Only - FOB Dalton, GA	Green PowerBlade Pro 2.5" - Turf Only - FOB Dalton, GA	SF	$2.80	5.00%	$2.66	8 year MFG Limited	No
N/A	Green Powerblade Pro Elite 2.5 - Turf Only - FOB Dalton, GA	Green Powerblade Pro 2.5" - Turf Only - FOB Dalton, GA	SF	$2.21	5.00%	$2.10	8 year MFG Limited	No
N/A	Green Powerblade Pro Elite 2.5 48 - Turf Only - FOB Dalton, GA	Green Powerblade Pro Elite 2.5 48 - Turf Only - FOB Dalton, GA	SF	$2.45	5.00%	$2.33	8 year MFG Limited	No
TFA04	Green Legion SD 2.0 - Turf Only - FOB Dalton, GA	Green Legion SD 2.0 - Turf Only - FOB Dalton, GA	SF	$2.03	5.00%	$1.93	8 year MFG Limited	No
TFA05	Green Legion SD 2.25 - Turf Only - FOB Dalton, GA	Green Legion SD 2.25 - Turf Only - FOB Dalton, GA	SF	$2.17	5.00%	$2.06	8 year MFG Limited	No
N/A	Green Legion HP 1.75 - Turf Only - Datlon, GA	Green Legion HP 1.75 - Turf Only - Datlon, GA	SF	$2.30	5.00%	$2.18	8 year MFG Limited	No
TFA45	Green Legion HP 2.0 - Turf Only - FOB Dalton, GA	Green Legion 41 2" 41 oz - Turf only - FOB Dalton, GA	SF	$2.46	5.00%	$2.34	8 year MFG Limited	No
TFA46	Green Legion HP 2.25 - Turf Only - FOB Dalton, GA	Green Legion 46 2.25" 46 oz - Turf only - FOB Dalton, GA	SF	$2.67	5.00%	$2.54	8 year MFG Limited	No
TFA56	Green Legion Pro 1.75 - turf Only - FOB Dalton, GA	Green Legion Pro 1.75 - turf Only - FOB Dalton, GA	SF	$2.44	5.00%	$2.31	8 year MFG Limited	No
TF081	Green Legion Pro 2.0 - Turf Only - FOB Dalton, GA	Green Legion Pro 2" - Turf only - FOB Dalton, GA	SF	$2.70	5.00%	$2.57	8 year MFG Limited	No
TF082	Green Legion Pro 2.25 - Turf Only - FOB Dalton, GA	Green Legion Pro 2.25" - Turf only - FOB Dalton, GA	SF	$2.94	5.00%	$2.79	8 year MFG Limited	No
TF083	Green Legion Pro 2.5 - Turf Only - FOB Dalton, GA	Green Legion Pro 2.5" - Turf only - FOB Dalton, GA	SF	$3.18	5.00%	$3.02	8 year MFG Limited	No
N/A	Green Legion NXT 1.75 - Turf Only - FOB Dalton, GA	Green Legion NXT 1.75" - Turf Only - FOB Dalton, GA	SF	$2.84	5.00%	$2.70	8 year MFG Limited	No
N/A	Green Legion NXT 2.0 - Turf Only - FOB Dalton, GA	Green Legion NXT 2.0" - Turf Only - FOB Dalton, GA	SF	$3.14	5.00%	$2.98	8 year MFG Limited	No
N/A	Green Legion NXT 2.25 - Turf Only - FOB Dalton, GA	Green Legion NXT 2.25" - Turf Only - FOB Dalton, GA	SF	$3.43	5.00%	$3.26	8 year MFG Limited	No
TF097	Green Spikezone SD 2.0 - Turf Only - FOB Dalton, GA	Green Spikezone SD 2.0" - Turf Only - FOB Dalton, GA	SF	$2.38	5.00%	$2.26	8 year MFG Limited	No
TF098	Green Spikezone SD 2.25 - Turf Only -FOB Dalton, GA	Green Spikezone SD 2.25" - Turf Only -FOB Dalton, GA	SF	$2.55	5.00%	$2.42	8 year MFG Limited	No
N/A	Green Spikezone HP 1.75 - Turf Only - FOB Dalton, GA	Green Spikezone HP 1.75" - Turf Only - FOB Dalton, GA	SF	$2.74	5.00%	$2.61	8 year MFG Limited	No
TF095	Green Spikezone HP 2.0 - Turf Only - FOB Dalton, GA	Green Powerblade SZ 2" 56 oz - turf only - FOB Dalton, GA	SF	$3.08	5.00%	$2.93	8 year MFG Limited	No
TF096	Green Spikezone HP 2.25 - Turf Only - FOB Dalton, GA	Green Powerblade SZ 2.25" 62 oz - turf only - FOB Dalton, GA	SF	$3.29	5.00%	$3.13	8 year MFG Limited	No
TF026	Green Spikezone HP 2.5 - Turf Only - FOB Dalton, GA	Green Powerblade SZ 2.5" 68 oz - turf only - FOB Dalton, GA	SF	$3.51	5.00%	$3.34	8 year MFG Limited	No
TF099	Green Spikezone Pro 1.5 - Turf Only - FOB Dalton, GA	Green SpikeZone Pro 1.5" Turf only - FOB Dalton, GA	SF	$3.25	5.00%	$3.09	8 year MFG Limited	No
TFA10	Green Spikezone Pro 1.75 - Turf Only - FOB Dalton, GA	Green SpikeZone Pro 1.75" Turf only - FOB Dalton, GA	SF	$2.94	5.00%	$2.79	8 year MFG Limited	No

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TF060	Green Spikezone Pro 2.0 - Turf Only - FOB Dalton, GA	Green Legion SZ 2" 49 oz - Turf only - thatch - FOB Dalton, GA	SF	$3.14	5.00%	$2.98	8 year MFG Limited	No
TF061	Green Spikezone Pro 2.25 - Turf Only - FOB Dalton, GA	Green Legion SZ 2.25" 54 oz - Turf only thatch - FOB Dalton, GA	SF	$3.35	5.00%	$3.18	8 year MFG Limited	No
TF036	Green TruHop 1.65 - Turf Only - FOB Dalton, GA	True Hop X (Green) 1.65" 46 oz - turf only - FOB Dalton, GA	SF	$3.01	5.00%	$2.86	8 year MFG Limited	No
TF036	Color TruHop 1.65 - Turf Only - FOB Dalton, GA	True Hop X (Color) 1.65" 46 oz - turf only - FOB Dalton, GA	SF	$3.21	5.00%	$3.05	8 year MFG Limited	No
TF030	Green TruHop 1.75 - Turf Only - FOB Dalton, GA	True Hop X (Green) 1.75" 50 oz - turf only - FOB Dalton, GA	SF	$3.15	5.00%	$2.99	8 year MFG Limited	No
TF030	Color TruHop 1.75 - Turf Only - FOB Dalton, GA	True Hop X (Color) 1.75" 50 oz - turf only - FOB Dalton, GA	SF	$3.36	5.00%	$3.19	8 year MFG Limited	No
N/A	Green Powerblade Pro Elite 2.5" 38 - Turf Only - FOB Dalton, GA	Green Powerblade Pro Elite 2.5" 38 - Turf Only - FOB Dalton, GA	SF	$2.32	5.00%	$2.21	8 year MFG Limited	No
N/A	Green Powerblade Pro Elite 2.5" 48 - Turf Only - FOB Dalton, GA	Green Powerblade Pro Elite 2.5" 48 - Turf Only - FOB Dalton, GA	SF	$2.58	5.00%	$2.45	8 year MFG Limited	No
N/A	Green Classic Eco - E 1.75" 50 - Turf Only - FOB Dalton, GA	Green Classic Eco - E 1.75" 50 - Turf Only - FOB Dalton, GA	SF	$3.50	5.00%	$3.33	8 year MFG Limited	No
N/A	GAMEON - Turf Only - Green - FOB Dalton, GA	GAMEON - Turf Only - Green - FOB Dalton, GA	SF	$4.46	5.00%	$4.25	8 year MFG Limited	NO
N/A	B1K TruTrack - Turf Only - FOB Dalton, GA	B1K TruTrack - Turf Only - FOB Dalton, GA	SF	$3.30	5.00%	$3.14	8 year MFG Limited	No
N/A	B1K 643 - Turf Only - FOB Dalton, GA	B1K 643 - Turf Only - FOB Dalton, GA	SF	$3.10	5.00%	$2.95	8 year MFG Limited	No
N/A	B1K Full Count - Turf Only - FOB Dalton, GA	B1K Full Count - Turf Only - FOB Dalton, GA	SF	$3.00	5.00%	$2.85	8 year MFG Limited	No
N/A	B1K Tag Up - Turf Only - FOB Dalton, GA	B1K Tag Up - Turf Only - FOB Dalton, GA	SF	$3.35	5.00%	$3.18	8 year MFG Limited	No
NSP	Green NSP - Turf Only - FOB Dalton, GA	Green NSP made to specification - Turf only - FOB Dalton, GA	SF	$3.61	5.00%	$3.43	8 year MFG Limited	No
Color	Add Color for all Turf Products	Add for colored turf (all product lines)	SF	$0.40	5.00%	$0.38	8 year MFG Limited	No
TF073	Green Elevate 48 - Turf Only - FOB Dalton, GA	Green Victory Turf 48 .75" 48 oz slit w/thatch - turf only - FOB Dalton, GA	SF	$3.32	5.00%	$3.15	8 year MFG Limited	No
TF073	Green Victory Turf 48 - Turf Only - FOB Dalton, GA	Green Victory Turf 48 .75" 48 oz slit w/thatch - turf only - FOB Dalton, GA	SF	$3.32	5.00%	$3.15	8 year MFG Limited	No
TF084	Green Elevate 58 - Turf Only - FOB Dalton, GA	Green Victory Turf 58 1" 58 oz slit w/thatch - turf only - FOB Dalton, GA	SF	$3.75	5.00%	$3.56	8 year MFG Limited	No
TF084	Green Victory Turf 58 - Turf Only - FOB Dalton	Green Victory Turf 58 1" 58 oz slit w/thatch - turf only - FOB Dalton, GA	SF	$3.75	5.00%	$3.56	8 year MFG Limited	No
TF074	Green Elevate 68 - Turf Only - FOB Dalton, GA	Green Victory Turf 68 .75" 68 oz slit w/thatch - turf only - FOB Dalton, GA	SF	$4.13	5.00%	$3.92	8 year MFG Limited	No
TF074	Green Victory Turf 68 - Turf Only - FOB Dalton, GA	Green Victory Turf 68 .75" 68 oz slit w/thatch - turf only - FOB Dalton, GA	SF	$4.13	5.00%	$3.92	8 year MFG Limited	No

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TF077	Green Elevate 35 NY w/ 8mm Pad - Turf Only -FOB Dalton, GA	Green Elevate NY 35 .5" 35 oz Nylon w/8mm pad - turf only - FOB Dalton, GA	SF	$5.33	5.00%	$5.07	8 year MFG Limited	No
TF077	Green Elevate 35 NY w/ 5mm Pad - Turf Only -FOB Dalton, GA	Green Elevate NY 35 .5" 35 oz Nylon w/5mm pad - turf only - FOB Dalton, GA	SF	$4.17	5.00%	$3.96	8 year MFG Limited	No
TF075	Green Elevate 48 w/ 8 mm Pad - Turf Only - FOB Dalton, GA	Green Elevate 48 .75" 48 oz Slit w/thatch 8mm pad - turf only - FOB Dalton, GA	SF	$5.99	5.00%	$5.69	8 year MFG Limited	No
TF078	Green Elevate 50 NY w/ 8mm Pad - Turf Only - FOB Dalton, GA	Green Elevate NY 50 1" 50 oz Nylon w/8mm pad - turf only - FOB Dalton, GA	SF	$7.39	5.00%	$7.02	8 year MFG Limited	No
TF078	Green Elevate 50 NY w/ 8mm Pad - Turf Only - FOB Dalton, GA	Green Elevate NY 50 1" 50 oz Nylon w/5mm pad - turf only - FOB Dalton, GA	SF	$6.16	5.00%	$5.85	8 year MFG Limited	No
TF076	Green Elevate 68 w/ 8mm Pad - Turf Only - FOB Dalton, GA	Green Elevate 68 .75" 68 oz slit w/thatch 8mm pad - Turf only - FOB Dalton, GA	SF	$6.83	5.00%	$6.49	8 year MFG Limited	No
TF070	Green Hockey Turf Nylon Turf Only - FOB Dalton, GA	Green Hockey Turf Nylon - Turf Only - FOB Dalton, GA	SF	$3.46	5.00%	$3.29	8 year MFG Limited	No
TF057	Green Hockey PE - Turf Only - FOB Dalton, GA	Green Hockey SD PE - Turf Only - FOB Dalton, GA	SF	$2.74	5.00%	$2.61	8 year MFG Limited	No
038SP	Green Bases Loaded 5mm - Turf Only - FOB Dalton, GA	Green Bases Loaded Unitary Batting Cage turf w/ 5 mm Attached cushion _ Turf Only - FOB Dalton, GA	SF	$4.55	5.00%	$4.32	5 Year MFG Limited	No
042SP	Green Fielder's Choice 5mm - Turf Only - FOB Dalton, GA	Green Fielder's Choice Unitary Batting Cage Turf w/ attached 5 mm cushion - Turf Only - FOB Dalton, GA	SF	$3.85	5.00%	$3.66	5 Year MFG Limited	No
045SP	Green Hitting Streak - Turf Only - FOB Dalton, GA	Hitting Streak Unitary Batting Cage Turf - Turf Only - FOB Dalton, GA	SF	$3.49	5.00%	$3.31	5 Year MFG Limited	No
037SP	Green Strike One 5mm - Turf Only - FOB Dalton, GA	Green Strike One Unitary Batting Cage Turf w/ attached 5mm cushion- Turf Only - FOB Dalton, GA	SF	$4.27	5.00%	$4.06	5 Year MFG Limited	No
043SP	Green Wild Pitch - Turf Only - FOB Dalton, GA	Green Wild Pitch Unitary Batting Cage Turf- Turf Only - FOB Dalton, GA	SF	$2.17	5.00%	$2.06	5 Year MFG Limited	No
040SP	Green Infield Shift 5mm - Turf Only - FOB Dalton, GA	Green Infield Shift Batting cage Turf w/ attachd 5mm cushion - Turf Only - FOB Dalton, GA	SF	$3.57	5.00%	$3.39	5 Year MFG Limited	No
039SP	Green Line Up 3mm - Turf Only - FOB Dalton, GA	Green Line Up Batting Cage turf w/ attached 3mm cushion - Turf Only - FOB Dalton, GA	SF	$2.79	5.00%	$2.65	5 Year MFG Limited	No
044SP	Green On The Line 5mm - Turf Only - FOB Dalton, GA	Green On The Line Batting Cage Turf w/ attached 5mm cushion- Turf Only - FOB Dalton, GA	SF	$3.57	5.00%	$3.39	5 Year MFG Limited	No
046SP	Green Wooden Bat - Turf Only - FOB Dalton, GA	Wooden Bat Unitary Batting Cage Turf - Turf Only - FOB Dalton, GA	SF	$2.63	5.00%	$2.50	5 Year MFG Limited	No
Install	Field Sizes 0- 25,000	Installation of synthetic turf on prepared surface. Field Size 0-25,000 square feet.	SF	$2.99	5.00%	$2.84	N/A	No
Install	Field Sizes 25,001-50,000	Installation of synthetic turf on prepared surface. Field Size 25,001-50,000 square feet.	SF	$2.99	5.00%	$2.84	N/A	No
Install	Field Size > 50,001	Installation of synthetic turf on prepared surface. Field Size greater than 50,001 square feet.	SF	$2.80	5.00%	$2.66	N/A	No
Install	Shock Pad Installation	Installation of performance shock pad on prepared surface.	SF	$0.51	5.00%	$0.48	N/A	N/A

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Inlay	Inlaid Numbers/Arrows	Typical yardline number markings and directional arrows for a standard american football game field	EACH	$10,040.62	5.00%	$9,538.59	N/A	No
Inlay	Inlaid Hash Marks	Required hash marks for a standard american football game field	EACH	$10,040.62	5.00%	$9,538.59	N/A	No
Inlay	Inlaid EndZone Letters	Typical endzone lettering for school names (price is per letter installed)	EACH	$2,278.50	5.00%	$2,164.58	N/A	No
Inlay	Inlaid Soccer Markings	Required game field markings for a standard soccer field	EACH	$9,959.25	5.00%	$9,461.29	N/A	No
Inlay	Inlaid baseball foul lines/batters boxes, coaches boxes	Required game field markings for a standard baseball field	EACH	$5,674.20	5.00%	$5,390.49	N/A	No
Inlay	Baseball batters boxes inserts	Replacement batters boxes	SET	$1,808.10	5.00%	$1,717.70	N/A	No
Inlay	Inlaid Logos	3 color (standard color) logo maximum 30'x30'	SF	$24.26	5.00%	$23.05	N/A	No
Inlay	Inlaid Lacrosse (Men's or Women's)	Required game field markings for a lacrosse (men's or women's) field	EACH	$9,922.50	5.00%	$9,426.38	N/A	No
Inlay	Inlaid Field Hockey	Required game field markings for a field hockey field	EACH	$9,922.50	5.00%	$9,426.38	N/A	No
Sundries	12" Seaming tape - 328' roll - FOB Dalton, GA	12" Seaming tape - 328' roll - FOB Dalton, GA	ROLL	$101.90	5.00%	$96.81	N/A	No
Sundries	6' Seaming tape 328' Roll - FOB Dalton, GA	6' Seaming tape 328 roll - FOB Dalton, GA	ROLL	$509.52	5.00%	$484.04	N/A	No
Sundries	2 Gallon Pail Adhesive For Inlays - FOB Dalton, GA	2 gallon pail of adhesive for inlays - FOB Dalton, GA	PAIL	$76.26	5.00%	$72.45	N/A	No
Sundries	1 lb. Spool of Thread for Seaming Synthetic Turf	1 lbs spool of thread for seaming synthetic turf	SPOOL	$26.98	5.00%	$25.63	N/A	No
Sundries	Nordot 34S Spray Glue for Spray Down Application - FOB NJ Warehouse	Nordot 34S spray glue for spray down application	DRUM	$3,780.00	5.00%	$3,591.00	N/A	No
Infill	10-20 Rubber Infill Material for Turf Systems - FOB Rubber Plant	10-20 Rubber infill material for turf systems - FOB rubber Plant	LBS	$0.25	5.00%	$0.24	N/A	Yes
Infill	20-40 Silica Sand Infill Material for Turf Systems - FOB Sand Quarry	20-40 Silica sand infill material for turf systems - FOB sand quarry	LBS	$0.14	5.00%	$0.14	N/A	Yes
Infill	Geofill Organic Infill - FOB Dalton, GA	Geofill Organic Infill - FOB Dalton, GA	LBS	$1.16	5.00%	$1.11	N/A	Yes
Infill	Envirofill Sand	Envirofill 12-20 sand - FOB plant	LBS	$0.42	6.00%	$0.40	N/A	No
Infill	EPDM Rubber	EPDM Rubber Infill - cost per pound. FOB Delphos, OH. Product has 4-6 week lead time	LBS	$1.82	5.00%	$1.73	N/A	No
Infill	Coated SBR	Coated Rubber - FOB Plant	LBS	$0.60	5.00%	$0.57	N/A	No
Infill	TPE Rubber	Virgin TPE Rubber (Various Colors)	LBS	$1.90	5.00%	$1.80	N/A	No
Infill	COREMAX Natural Infill	COREMAX Natural Infill	LBS	$1.50	5.00%	$1.43	N/A	No
Shock Pad	Shaw Sports Turf NXTPlay	Shaw Sports Turf NXTPlay	SF	$1.70	5.00%	$1.62	25 Year MFG Limited	Yes
Shock Pad	Schmitz Foam Proplay Pad 23D	Schmitz Foam Proplay 23D	SF	$1.70	5.00%	$1.62	8 Year MFG Limited	No
Shock Pad	Schmitz Foam Proplay Pad 23	Schmitz Foam Proplay 23	SF	$1.68	5.00%	$1.60	8 Year MFG Limited	No
Shock Pad	Schmitz Foam Proplay Pad 20D	Schmitz Foam Proplay 20D	SF	$1.66	5.00%	$1.57	8 Year MFG Limited	No

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Shock Pad	Schmitz Foam Proplay Pad 20	Schmitz Foam Proplay 20	SF	$1.62	5.00%	$1.54	8 Year MFG Limited	No
Shock Pad	Schmitz Foam Ecosport	Schmitz Foam Ecosport	SF	$1.57	5.00%	$1.49	8 Year MFG Limited	No
Shock Pad	Brock Powerbase (FOB Brock Plant)	Brock Powerbase Underlayment Pad	SF	$2.78	5.00%	$2.64	16 Year MFG Limited	No
Shock Pad	Brock Powerbase YSR (FOB Brock Plant)	Brock YSR Underlayment Pad	SF	$2.66	5.00%	$2.53	16 Year MFG Limited	No
Shock Pad	Brock Brock SP14 (FOB Brock Plant)	BrockSP14 Underlayment Pad	SF	$1.70	5.00%	$1.62	16 Year MFG Limited	No
Shock Pad	Brock SP 17 (FOB Plant)	Brock SP17 Underlayment Pad	SF	$1.86	5.00%	$1.77	16 Year MFG Limited	No
Shock Pad	Brock SP 20 (FOB Plant)	Brock SP20 Underlayment Pad	SF	$2.02	5.00%	$1.92	16 Year MFG Limited	No
Shock Pad	Brock Gfend (FOB Plant)	Shaw gFend Shock Underlayment Pad	SF	$1.64	5.00%	$1.56	16 Year MFG Limited	No
Site Work	Site Work	All excavation, cut and fill, asphalt, lighting, fencing, sidewalks, concrete work, drainage system, base aggregate, laser grading, to include ancillary site furnishing as requested by member i.e. bleachers, windscreens, shade structures,	VARIES	RS Means pricing	-	3% off of RS Means pricing	1 Year	N/A
Site Work	Site Preparation	Preparing site for synthetic turf installation. Does not inlclude any additional stone.	SF	$0.70	5.00%	$0.67	N/A	N/A
Construction Services	Mobilization & General Conditions (single mobilization)	Single Crew Mobilization	Total Sum	$24,750.00	5.00%	$23,512.50	N/A	No
Construction Services	Remove and Dispose of Existing Synthetic Turf System	Removal and disposal of existing turf	SF	$1.00	5.00%	$0.95	N/A	N/A
Construction Services	Remove and Recycle Existing Synthetic Turf System	Removal and recycling of existing turf	SF	$2.25	5.00%	$2.14	N/A	N/A
Construction Services	Temporary Track Bridge / Protection of Hardscape Surfaces	Temporary Track Bridge / Protection of Hardscape Surfaces	LF	$275.00	5.00%	$261.25	N/A	N/A
Construction Services	Silt Fence	Silt Fence	LF	$5.23	5.00%	$4.96	N/A	N/A
Construction Services	Cut & Laser Grade	Cut & Laser Grade	CY	$44.94	5.00%	$42.69	N/A	N/A
Construction Services	Laser Grading	Laser Grading	SF	$0.35	5.00%	$0.33	N/A	N/A
Construction Services	Geo- Textile Fabric	Geo- Textile Fabric	SF	$0.30	5.00%	$0.28	N/A	N/A
Construction Services	Lime Stabilization	Lime Stabilization	SF	$1.16	5.00%	$1.10	N/A	N/A
Construction Services	12" Flat Drain System	12" Flat Drain System	LF	$10.56	5.00%	$10.03	N/A	N/A
Construction Services	8" x 8" Concrete Curb	8" x 8" Concrete Curb	LF	$35.20	5.00%	$33.44	N/A	N/A
Construction Services	6" x 12" Concrete Curb	6" x 12" Concrete Curb	LF	$46.20	5.00%	$43.89	N/A	N/A

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
Construction Services	2 x 4 Pressure Treated Nailer Board	2 x 4 Pressure Treated Nailer Board	LF	$12.49	5.00%	$11.86	N/A	N/A
Construction Services	2 x 4 Composite Nailer Board	2 x 4 Composite Nailer Board	LF	$16.06	5.00%	$15.26	N/A	N/A
Construction Services	12" Perforated PVC or HDPE Pipe	12" Perforated PVC or HDPE Pipe	LF	$48.40	5.00%	$45.98	N/A	N/A
Construction Services	2" Finshing Stone In Place - Compacted & Laser Graded	2" Finshing Stone In Place - Compacted & Laser Graded	Per Ton	$217.80	5.00%	$206.91	N/A	N/A
Construction Services	4" Base Stone In Place - Compacted & Laser Graded	4" Base Stone In Place - Compacted & Laser Graded	Per Ton	$60.50	5.00%	$57.48	N/A	N/A
Construction Services	6" Stone Base for Synthetic Turf Installation	6" Stone Base for Synthetic Turf Installation	SF	$4.50	5.00%	$4.28	N/A	N/A
Pre-Design	Site Testing	Examination / Testing of exisiting site conditions for project feasibility	PCT	2% of proposed project budget		2% of proposed project budget	N/A	N/A
Design	Engineering / Construction Drawings	Typical required site design, engineering, and permitting	PCT	8% of proposed project budget		8% of proposed project budget	N/A	N/A
Design	Design Services	Design services	HOUR	$99.75	5.00%	$94.76	N/A	N/A
Warranty	Insured Shaw Sports Turf Warrany	3rd party insurance coverage on 8 year warranty (Shaw Sports Turf turf products only. Does not include base.)	EACH	3% of final turf portion of order	5.00%	2% of final turf portion of order	N/A	N/A
Bonding	Payment & Performance Bond	Provide Payment and Performance bonds when required	EACH	2% of the total contract value	5.00%	1.5% of the total contract value	N/A	N/A
Equipment	Redexim Base Rake with Tines	Maintenance Equipment	EACH	$4,070.00	5.00%	$3,866.50	N/A	N/A
Equipment	Redexim Speed Clean with Magnet	Maintenance Equipement	EACH	$9,735.00	5.00%	$9,248.25	N/A	N/A
Equipment	GreensGroomer 920SDE	Maintenance equipment	EACH	$4,070.00	5.00%	$3,866.50	N/A	N/A
Equipment	GreensGroomer Litter Kat	Maintenance equipment	EACH	$9,735.00	5.00%	$9,248.25	N/A	N/A
Equipment	Sweeper	Maintenance equipment	EACH	$1,485.00	5.00%	$1,410.75	N/A	N/A
Equipment	3 Gang Sweeper	Maintenance equipment	EACH	$4,389.00	5.00%	$4,169.55	N/A	N/A
Equipment	SMG TC1400	Maintenance equipment	EACH	$10,725.00	5.00%	$10,188.75	1 Year MFG Limited	N/A
Maintenance	Shaw Sports Turf BASIC Maintenance Plan	8 Premium Grooming Visits (1 visit each year of the warranty)	LS	$36,000.00	5.00%	$33,840.00	N/A	N/A
Maintenance	Shaw Sports Turf PLUS Maintenance Plan	16 Premium Grooming Visits (2 visits each year of the warranty)	LS	$64,000.00	5.00%	$60,160.00	N/A	N/A
Maintenance	Shaw Sports Turf PRO Maintenance Plan	32 Visits - 16 Standard Groomings and 16 Premium Groomings - (2 of each every year of the warranty)	LS	$90,000.00	5.00%	$84,600.00	N/A	N/A
Maintenance	Yearly GeoFill Maintenance	Mainenance and topdressing of Geofill systems	SF	$0.53	5.00%	$0.50	N/A	Yes
Maintenance	Field Grooming w/ Sportchamp or Equivalent Grooming Equipment (minimum charge $2,500)	Maintenance to include inspection, and grooming of surface with Sportchamp (minimum charge $2,500)	SF	$0.07	5.00%	$0.07	N/A	N/A

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
Maintenance	Rejuvination Service for Synthetic Turf System	Rejuvination of the turf system using process to bring older surfaces back to life utilizing specialized equipment to remove, screen, and re-install 10-20mm of infill while standing up fibers.	SF	$0.60	5.00%	$0.57	N/A	N/A
Maintenance	Seam Repairs - Cost in conjuction with Grooming or Rejuvination (Min. Charge of $2,500/day)	Synthetic turf seam repairs	LF	$28.35	5.00%	$26.93	N/A	N/A
Maintenance	Base Repairs - Cost in conjuction with Grooming or Rejuvination (Min. Charge of $2,500/day)	Sub-base repairs for synthetic turf system	SF	$36.40	5.00%	$34.58	N/A	N/A
Maintenance	Turf Repairs - Cost in conjuction with Grooming or Rejuvination(Min. Charge of $2,500/day)	Repairs to synthetic turf other than seam or inlay repairs	SF	$45.15	5.00%	$42.89	N/A	N/A
HydroChill	HydroChill Treatment for < 20,000 SF	Supply and Application of Hydrochill Evaportative Cooling System - 0 - 20,000 sq.ft.	SF	$2.20	5.00%	$2.09	4 Year Limited	No
HydroChill	HydroChill Treatment for 20,001-40,000 SF	Supply and Application of Hydrochill Evaportative Cooling System - 20,001 - 40,000 sq.ft.	SF	$1.95	5.00%	$1.85	4 Year Limited	No
HydroChill	HydroChill Treatment for > 40,001 SF	Supply and Application of Hydrochill Evaportative Cooling System - 40,001 and up sq.ft.	SF	$1.65	5.00%	$1.57	4 Year Limited	No
ProKure V	ProKure V Disinfectant Solution	ProKure V Disinfectant to clean and sanitize both hard and soft surfaces. Each packet makes 25 Gallons of liquid- enough to treat 25,000 square feet. Case includes 12 packets of material.	Case	$1,850.00	5.00%	$1,757.50	N/A	No
Replacement Parts	Pitchers Mound Lane Replacement	5'x 12' Pitchers mound Replacement (must be fabricated at time of initial installation). Does not include installation.	EACH	$1,375.00	5.00%	$1,306.25	N/A	N/A
Replacement Parts	Batters Box Replacement	Batter's box replacements (Left Side, Right Side, & Catcher's Box (must be fabricated at time of initial installation). Does not include installation.	SET	$1,785.00	5.00%	$1,695.75	N/A	N/A
Replacement Parts	Base Cutout Replacements	Base Leadoff / Slide Area Replacement (must be fabricated at time of initial installation). Does not include installation.	SET	$2,525.00	5.00%	$2,398.75	N/A	N/A
N/A	Shaw Grass Playground Turf System	Commercial Playground Turf System (includes turf, pad (when required), up to 4" crushed stone base, and Installation)	SF	$21.50	5.00%	$20.43	10 year MFG Limited (Turf Only)	Possible
N/A	Shaw Grass Turf System	Commercial or Residential turf installation including excavation, up to 4" crushed stone, turf and installation.	SF	$21.50	5.00%	$20.43		
N/A	Southwest Greens Putting Green (Including Base)	Southwest Greens Putting green including base	SF	$16.30	5.00%	$15.49	8 year MFG Limited (Turf Only)	Yes
N/A	Southwest Greens Play Lawn (Including Base)	Southwest Greens Play Lawn including base	SF	$11.60	5.00%	$11.02	8 year MFG Limited (Turf Only)	Yes
		ShawGrass						
330SG	BERMUDA EXCHANGE	Turf Only - FOB Dalton, Georgia	SF	$3.95	5.00%	$3.75	10 yr. Residential / 5 yr. Commercial	

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
331SG	BERMUDA ENTERPRISE	Turf Only - FOB Dalton, Georgia	SF	$4.52	5.00%	$4.30	10 yr. Residential / 5 yr. Commercial	
332SG	BERMUDA OPULENCE	Turf Only - FOB Dalton, Georgia	SF	$4.79	5.00%	$4.55	10 yr. Residential / 5 yr. Commercial	
358SG	BERMUDA K9	Turf Only - FOB Dalton, Georgia	SF	$4.27	5.00%	$4.06	10 yr. Residential / 5 yr. Commercial	
183SG	Summer Rye	Turf Only - FOB Dalton, Georgia	SF	$5.88	5.00%	$5.59	10 yr. Residential / 5 yr. Commercial	
184SG	Fresh Rye	Turf Only - FOB Dalton, Georgia	SF	$5.54	5.00%	$5.27	10 yr. Residential / 5 yr. Commercial	
345SG	Refuge	Turf Only - FOB Dalton, Georgia	SF	$4.30	5.00%	$4.08	10 yr. Residential / 5 yr. Commercial	
346SG	Serenity	Turf Only - FOB Dalton, Georgia	SF	$4.79	5.00%	$4.55	10 yr. Residential / 5 yr. Commercial	
347SG	Haven	Turf Only - FOB Dalton, Georgia	SF	$5.40	5.00%	$5.13	10 yr. Residential / 5 yr. Commercial	
348SG	Sanctuary	Turf Only - FOB Dalton, Georgia	SF	$6.34	5.00%	$6.02	10 yr. Residential / 5 yr. Commercial	
350SG	PARK 50	Turf Only - FOB Dalton, Georgia	SF	$5.28	5.00%	$5.01	10 yr. Residential / 5 yr. Commercial	
384SG	K9 PARK 50	Turf Only - FOB Dalton, Georgia	SF	$5.40	5.00%	$5.13	10 yr. Residential / 5 yr. Commercial	
351SG	GARDEN 65	Turf Only - FOB Dalton, Georgia	SF	$5.12	5.00%	$4.87	10 yr. Residential / 5 yr. Commercial	
352SG	MEADOW 80	Turf Only - FOB Dalton, Georgia	SF	$5.81	5.00%	$5.52	10 yr. Residential / 5 yr. Commercial	
353SG	Town Square 100	Turf Only - FOB Dalton, Georgia	SF	$6.66	5.00%	$6.33	10 yr. Residential / 5 yr. Commercial	
359SG	Trek	Turf Only - FOB Dalton, Georgia	SF	$4.20	5.00%	$3.99	10 yr. Residential / 5 yr. Commercial	
360SG	Adventure	Turf Only - FOB Dalton, Georgia	SF	$4.77	5.00%	$4.54	10 yr. Residential / 5 yr. Commercial	
361SG	Excursion 80	Turf Only - FOB Dalton, Georgia	SF	$5.35	5.00%	$5.08	10 yr. Residential / 5 yr. Commercial	
342SG	Meraki-Zeal	Turf Only - FOB Dalton, Georgia	SF	$4.38	5.00%	$4.16	10 yr. Residential / 5 yr. Commercial	
343SG	Meraki- Mania	Turf Only - FOB Dalton, Georgia	SF	$4.96	5.00%	$4.71	10 yr. Residential / 5 yr. Commercial	
344SG	Meraki-Craze	Turf Only - FOB Dalton, Georgia	SF	$5.60	5.00%	$5.32	10 yr. Residential / 5 yr. Commercial	
250SG	Journey	Turf Only - FOB Dalton, Georgia	SF	$3.92	5.00%	$3.72	10 yr. Residential / 5 yr. Commercial	
148SG	Spring Season - 5MM	Turf Only - FOB Dalton, Georgia	SF	$6.20	5.00%	$5.89	10 yr. Residential / 5 yr. Commercial	
149SG	Spring Fresh	Turf Only - FOB Dalton, Georgia	SF	$4.49	5.00%	$4.27	10 yr. Residential / 5 yr. Commercial	
152SG	All Seasons 1	Turf Only - FOB Dalton, Georgia	SF	$3.47	5.00%	$3.30	10 yr. Residential / 5 yr. Commercial	

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
154SG	Spring Choice 2	Turf Only - FOB Dalton, Georgia	SF	$4.68	5.00%	$4.44	10 yr. Residential / 5 yr. Commercial	
156SG	All Seasons 2	Turf Only - FOB Dalton, Georgia	SF	$5.03	5.00%	$4.77	10 yr. Residential / 5 yr. Commercial	
157SG	All Seasons 2 - 5MM	Turf Only - FOB Dalton, Georgia	SF	$6.73	5.00%	$6.40	10 yr. Residential / 5 yr. Commercial	
247SG	First String	Turf Only - FOB Dalton, Georgia	SF	$3.79	5.00%	$3.60	10 yr. Residential / 5 yr. Commercial	
248SG	Five Star	Turf Only - FOB Dalton, Georgia	SF	$3.98	5.00%	$3.78	10 yr. Residential / 5 yr. Commercial	
316SG	Elevate 35 NY 5mm	Turf Only - FOB Dalton, Georgia	SF	$6.73	5.00%	$6.40	10 yr. Residential / 5 yr. Commercial	
317SG	Elevate 48 5mm	Turf Only - FOB Dalton, Georgia	SF	$7.77	5.00%	$7.38	10 yr. Residential / 5 yr. Commercial	
318SG	Elevate 68 5mm	Turf Only - FOB Dalton, Georgia	SF	$9.32	5.00%	$8.86	10 yr. Residential / 5 yr. Commercial	
730TF	Elevate 48	Turf Only - FOB Dalton, Georgia	SF	$5.56	5.00%	$5.28	10 yr. Residential / 5 yr. Commercial	
740TF	Elevate 68	Turf Only - FOB Dalton, Georgia	SF	$6.73	5.00%	$6.40	10 yr. Residential / 5 yr. Commercial	
121SG	Elevate 48 8mm	Turf Only - FOB Dalton, Georgia	SF	$8.50	5.00%	$8.07	10 yr. Residential / 5 yr. Commercial	
760TF	Elevate 68 8mm	Turf Only - FOB Dalton, Georgia	SF	$9.52	5.00%	$9.04	10 yr. Residential / 5 yr. Commercial	
840TF	Elevate 58**	Turf Only - FOB Dalton, Georgia	SF	$6.22	5.00%	$5.91	10 yr. Residential / 5 yr. Commercial	
224SG	Recess Run 1.25- Field Green	Turf Only - FOB Dalton, Georgia	SF	$4.31	5.00%	$4.10	10 yr. Residential / 5 yr. Commercial	
225SG	Recess Run 1.5- Field Green	Turf Only - FOB Dalton, Georgia	SF	$4.69	5.00%	$4.46	10 yr. Residential / 5 yr. Commercial	
226SG	Recess Jump 1.2- FG/Olive	Turf Only - FOB Dalton, Georgia	SF	$4.51	5.00%	$4.28	10 yr. Residential / 5 yr. Commercial	
227SG	Recess Jump 1.5- FG/ Olive	Turf Only - FOB Dalton, Georgia	SF	$4.84	5.00%	$4.60	10 yr. Residential / 5 yr. Commercial	
355SG	Imagination Creativity	Turf Only - FOB Dalton, Georgia	SF	$4.84	5.00%	$4.60	10 yr. Residential / 5 yr. Commercial	
321SG	Playcolor	Turf Only - FOB Dalton, Georgia	SF	$5.38	5.00%	$5.11	10 yr. Residential / 5 yr. Commercial	
229SG	Seaside Carmel	Turf Only - FOB Dalton, Georgia	SF	$4.31	5.00%	$4.10	10 yr. Residential / 5 yr. Commercial	
229SG	Seaside Carmel	Turf Only - FOB Dalton, Georgia	SF	$4.31	5.00%	$4.10	10 yr. Residential / 5 yr. Commercial	
230SG	Tips (Seaside Monticeto)	Turf Only - FOB Dalton, Georgia	SF	$5.03	5.00%	$4.77	10 yr. Residential / 5 yr. Commercial	
230SG	Tips (Seaside Monticeto)	Turf Only - FOB Dalton, Georgia	SF	$5.03	5.00%	$4.77	10 yr. Residential / 5 yr. Commercial	
014SG	NY Putt	Turf Only - FOB Dalton, Georgia	SF	$5.18	5.00%	$4.92	10 yr. Residential / 5 yr. Commercial	

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
165SG	PLAYPAD 8	Shawgrass Underplayment Pad - FOB Dalton, GA	EACH	$88.96	5.00%	$84.51	MFG Standard Warranty	
PB200	PB2000 FIO THROUGH	Shawgrass Underplayment Pad - FOB Dalton, GA	EACH	$95.13	5.00%	$90.37	MFG Standard Warranty	
288SG	SP20XL	Shawgrass Underplayment Pad - FOB Dalton, GA	EACH	$57.20	5.00%	$54.34	MFG Standard Warranty	
AIRDR	AIR DRAIN	Shawgrass Underplayment Pad - FOB Dalton, GA	EACH	$19.78	5.00%	$18.79	MFG Standard Warranty	
166SG	MULTI USE PAD 7.5mm	Shawgrass Underplayment Pad - FOB Dalton, GA	EACH	$2.06	5.00%	$1.96	MFG Standard Warranty	
220SG	Multi Use Pad 5mm	Shawgrass Underplayment Pad - FOB Dalton, GA	EACH	$1.72	5.00%	$1.64	MFG Standard Warranty	
B30SG	PUTTINGFL3050	Putting Green Infill - FOB Dalton	EACH	$37.80	5.00%	$35.91	MFG Standard Warranty	
B16SG	GREEN BLACK SAND	Green and Black Sand - FOB Dalton	EACH	$37.67	5.00%	$35.79	MFG Standard Warranty	
G16SG	GREEN SAND	Green Sand - FOB Dalton	EACH	$37.67	5.00%	$35.79	MFG Standard Warranty	
G12SG	ENVIRO 12-20	Envirofill 12-20 sand - FOB plant	EACH	$37.67	5.00%	$35.79	MFG Standard Warranty	
169SG	HYDROCHILL SAND	HydroChill coated Sand - FOB Dalton, GA	EACH	$33.52	5.00%	$31.84	MFG Standard Warranty	
397SG	K9 Sand	K9 Sand Infill - FOB Dalton, GA	EACH	$20.25	5.00%	$19.24		
249SG	Landscape Geofill	Geofill Organic Infill - FOB Dalton, GA	EACH	$46.37	5.00%	$44.05	MFG Standard Warranty	
713SG	12" TURF TAPE	Seam Tape - FOB Plant	EACH	$184.46	5.00%	$175.24	MFG Standard Warranty	
257SG	Five Star 4" White Lines	White Turf for Lines - Turf Only FOB Dalton	EACH	$212.44	5.00%	$201.81	MFG Standard Warranty	
163SG	SEAM TAPE 12"	Seam Tape - FOB Plant	EACH	$171.70	5.00%	$163.11	MFG Standard Warranty	
710SG	1GALADH1PT	Adhesive - 1 Gallon - FOB Dalton	EACH	$121.34	5.00%	$115.27	MFG Standard Warranty	
711SG	5GALADH1PT	Adhesive - 5 Gallon - FOB Dalton	EACH	$627.23	5.00%	$595.87	MFG Standard Warranty	
712SG	29OZADHTBE	Adhesive -Tube - FOB Dalton	EACH	$44.35	5.00%	$42.13	MFG Standard Warranty	
162SG	2 PART OD ADHESIVE	2 Part Adhesive - Pail - FOB Dalton	EACH	$156.17	5.00%	$148.36	MFG Standard Warranty	
Install	Shawgrass/ Batting Cage Turf	Shawgrass / Batting Cage Turf Install for 0-2,500 Square Feet	SF	$2.75	5.00%	$2.61		
Install	Shawgrass / Batting Cage Turf	Shawgrass / Batting Cage Turf Install for 2,501-5,000 Square Feet	SF	$2.50	5.00%	$2.38		
Install	Shawgrass / Batting Cage Turf	Shawgrass / Batting Cage Turf for > 5,000 Square Feet	SF	$2.25	5.00%	$2.14		
Prices do not include applicable taxes. Shipping is included, unless otherwise noted as "FOB Dalton" or "FOB Mill".								
*For fields 0-24,999 square feet add 18% to total cost of project								
**For Fields 25,000 - 50,000 square feet add 14% to total cost of project								

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
***Add a maximum of 20% for Prevailing wage rates or maximum of 50% for Union Wage rates								
		Watershed Geo						
N/A	ClosureTurf® System - Material	**Material Only** - Engineered Synthetic Turf and Geomembrane Components - Delivery Excluded - Quantity does not Include Waste/Overlap - Infill is included under separate line item	SF	$2.50	5.00%	$2.38	1 Year	
N/A	ClosureTurf® System - Installation	**Installation Only** - Price includes installation of ClosureTurf system with includes the Engineered Synthetic Turf, Geomembrane, and Sand Infill. This does not include sub-grade preparation, anchor trenches, earthwork preparation, and other site work. Prevailing Wage/Union Pricing is not Included.	SF	$2.00	5.00%	$1.90	1 Year	
N/A	HydroTurf® System - Material	**Material Only** - Includes HydroTurf CS or Z. HydroBinder infill included (Excludes Delivery) (Quantity does not Include Waste/Overlap)	SF	$10.00	5.00%	$9.50	1 Year	
N/A	HydroTurf® System - Installation	**Installation Only** - Price includes installation of HydroTurf system only. This does not include sub-grade preparation, anchor trenches, earthwork preparation, and other site work. Prevailing Wage/Union Pricing not Included.	SF	$8.00	5.00%	$7.60	1 Year	
N/A	Versa Cap® Material	**Material Only** - Synthetic turf with 1.25 inch monofilament fiber w Polyethylene(PE) Backing (Excludes Delivery)	SF	$1.80	5.00%	$1.71	1 Year	
N/A	Versa Cap® Installation	**Installation Only** - Price includes installation of VersaCap. This does not include sub-grade preparation, anchor trenches, earthwork preparation, and other site work. Prevailing Wage/Union Pricing not Included.	SF	$1.75	5.00%	$1.66	1 year	
N/A	Pressure Relief Valves	**Material Only** - Delivery not Included	Each	$700.00	5.00%	$665.00	N/A (Included within product or installation warranty)	
N/A	HydroBinder Infill	**Material Only** - includes the HydroBinder infill and delivery to the site.	Per 3,000 lb. Bag	$650.00	5.00%	$617.50	N/A (Included within product or installation warranty)	
N/A	Payment and performance Bonds	Provide Payment and Performance bonds when required	Each	$0.03		$0.02		
		8 Lane Running Track on Existing Stable Base						
	Latex Running Track	Latex running track include all material and labor	SY	$29.00	5.00%	$27.55	MFG Standard Warranty	
	Poly Track Base Mat (SBR)	Polyurethane Track Base Mat (SBR) running track. Includes all material and labor.	SY	$42.00	5.00%	$39.90	MFG Standard Warranty	
	Poly Track Base Mat (EPDM)	Polyurethane Track Base Mat (EPDM) Running Track. Includes all material and labor.	SY	$48.00	5.00%	$45.60	MFG Standard Warranty	
	Poly Base Mat Structural (permeable)	Polyurethane Track Base Mat Structural running track (permeable). Includes all material and labor	SY	$52.00	5.00%	$49.40	MFG Standard Warranty	
	Poly Base Mat Structural (impermeable)	Polyurethane Track Base Mat Structural running track (impermeable). Includes all material and labor.	SY	$57.00	5.00%	$54.15	MFG Standard Warranty	
	Poly Base Mat Sandwich Track	Polyurethane Track Base Mat Sandwich system running track. Includes all material and labor	SY	$74.00	5.00%	$70.30	MFG Standard Warranty	

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
	10 mm Full Pour	Polyurethane Track Full Pour running track (impermeable -10mm). Includes all material and labor.	SY	$76.00	5.00%	$72.20	MFG Standard Warranty	
	13 mm Full Pour	Polyurethane Track Full Pour (Impermeable- 13mm) running track. Includes all material and labor.	SY	$96.00	5.00%	$91.20	MFG Standard Warranty	
	Latex Running Track Resurface	Latex running track. Includes all material and labor	SY	$25.00	5.00%	$2.64	MFG Standard Warranty	
	Poly Track Resurface (Black)	Resurface of black polyresin track surface. Includes all materials and labor.	SY	$22.00	5.00%	$20.90	MFG Standard Warranty	
	Poly Track Resurface (Red)	Resurface of red polyresin track surface. Includes all material and labor	SY	$28.00	5.00%	$26.60	MFG Standard Warranty	
	Polyurethane Base Mat Track Resurfacing	Polyurethane Track Base Mat Sandwich running track. Includes all material and labor	SY	$34.00	5.00%	$32.30	MFG Standard Warranty	
	Polyurethane Full Pour Track Resurface	Up to 7 mm retop of impermeable running track surface. Includes all material and labor.	SY	$69.00	5.00%	$65.55	MFG Standard Warranty	
	NGT ProTraxx Elite 13 mm	13 mm ProTraxx Elite Track System. Inlcudes surface preparation, sundries, and installation. Custom colors not included.	SF	$27.30	5.00%	$26.00	MFG Standard Warranty	
	NGT ProTraxx Elite 12 mm	12 mm ProTraxx Elite Track System. Inlcudes surface preparation, sundries, and installation. Custom colors not included.	SF	$25.20	5.00%	$24.00	MFG Standard Warranty	
	NGT ProTraxx Elite 10 mm	10 mm ProTraxx Elite Track System. Inlcudes surface preparation, sundries, and installation. Custom colors not included.	SF	$23.10	5.00%	$22.00	MFG Standard Warranty	
	NGT ProTraxx Elite 8 mm	18 mm ProTraxx Elite Track System. Inlcudes surface preparation, sundries, and installation. Custom colors not included.	SF	$21.00	5.00%	$20.50	MFG Standard Warranty	
	NGT ProTraxx Elite 6mm	6 mm ProTraxx Elite Track System. Inlcudes surface preparation, sundries, and installation. Custom colors not included.	SF	$20.75	5.00%	$19.75	MFG Standard Warranty	
	Painted Logo	Custom Painted Logo	EACH	$2,100.00	5.00%	$2,000.00	MFG Standard Warranty	
	Painted Lines	Painted Track Lines. 6 or 8 Lane.	SF	$2.10	5.00%	$2.00	MFG Standard Warranty	
	Painted Letters	Painted Letters	EACH	$540.75	5.00%	$515.00	MFG Standard Warranty	
	Track Restriping	Restriping of exisiting running track. Includes materials and labor.	LS	$17,500.00	5.00%	$16,625.00	N/A	
	Track Surface Cleaning	Deep cleaning of running track system and removal of foreign materials.	SF	$0.75	5.00%	$0.72	N/A	
	Pole Vault Pit	Pole Vault Pit	Each	$2,100.00	5.00%	$1,995.00	MFG Standard Warranty	
	Take-Off Boards	Take-Off Boards	Each	$1,300.00	5.00%	$1,235.00	MFG Standard Warranty	
	Shot Put Toe Boards	Shot Put Toe Boards	Each	$950.00	5.00%	$902.50	MFG Standard Warranty	
	Shot Put Rings	Shot Put Rings	Each	$1,100.00	5.00%	$1,045.00	MFG Standard Warranty	

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
	Discus Rings	Discus Rings	Each	$1,600.00	5.00%	$1,520.00	MFG Standard Warranty	
	Combination Hammer/Discus Cage and cage must meet IAAF rules	Combination Hammer/Discus Cage and cage must meet IAAF rules	Each	$33,000.00	5.00%	$31,350.00	MFG Standard Warranty	
	Hammer/Discus Conversion Ring	Hammer/Discus Conversion Ring	Each	$55,000.00	5.00%	$52,250.00	MFG Standard Warranty	
	Water Jump Hurdle with sleeves	Water Jump Hurdle with sleeves	Each	$8,750.00	5.00%	$8,312.50	MFG Standard Warranty	
	Water Jump Cover	Water Jump Cover	Each	$8,750.00	5.00%	$8,312.50	MFG Standard Warranty	
	Removable Track Curbing. The curb shall meet the requirements of the IAAF.	Removable Track Curbing. The curb shall meet the requirements of the IAAF.	Each	$24.00	5.00%	$22.80	MFG Standard Warranty	
	Long Jump Sandpits and Traps.	Long Jump Sandpits and Traps.	Each	$18,000.00	5.00%	$17,100.00	MFG Standard Warranty	
	Sand for Sand Pits and Traps	Sand for Sand Pits and Traps	Each	$55.00	5.00%	$52.25	MFG Standard Warranty	
	Football Goal Posts - Set	Football Goal Posts - Set	Each	$25,000.00	5.00%	$23,750.00	MFG Standard Warranty	
	Soccer Goals - Set	Soccer Goals - Set	Each	$12,000.00	5.00%	$11,400.00	MFG Standard Warranty	
	Portable Pitchers Mound	Portable Pitchers Mound including Turf Covering	Each	$6,500.00	5.00%	$6,175.00	MFG Standard Warranty	
	Batting Cages	Batting Cages	Each	$20,000.00	5.00%	$19,000.00	MFG Standard Warranty	
***All track pricing based on standard black or red color. Manufacturer's standard warranty. Min. 45,000 square feet.**								
Please note that all pricing is ceiling pricing. Final pricing will be determined based on customers sepcific needs								
is included, unless otherwise noted as "FOB Dalton" or "FOB Mill".								
*For fields 0-24,999 square feet add 18% to total cost of project								
**For Fields 25,000 - 50,000 square feet add 14% to total cost of project								
***Add a maximum of 20% for Prevailing wage rates or maximum of 50% for Union Wage rates								

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 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment 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 the materials or equipment. See Section 39-2-2(m)(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,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $500,000.00 in Capital Project #C1043 Unallocated Projects in the Capital Improvement Fund (2000) be reallocated to General Fund Account #10049070.42080, in the General Fund (1000). These funds, along with funding and collaboration from Mobile County, will be used for the buildout of the Mobile Sports Hall of Fame.

ADOPTED:

_____

CITY CLERK

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Butler Complete Services LLC for storm drainage vegetation and debris removal - Kent Road to Scenic Drive.

Amount of Contract:
$27,148.90

Funding Source
General fund

ATTACHMENTS:
1. 20260219 Butler Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 February 2026 (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 Butler Complete Services LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Butler Complete Services LLC for storm drainage vegetation and debris removal - Kent Road to Scenic Drive.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $27,148.90

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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:

R E S O L U T I O N

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, a 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
8192	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – KENT ROAD TO SCENIC DRIVE (PRICE BELOW BID REQUIREMENT, VENDOR ROTATION POOL)	$27,148.90	(297507) BUTLER COMPLETE SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008192-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
BUTLER COMPLETE SERVICES LLC 2808 GASLIGHT LN EAST MOBILE, AL 36695 Tel#2515917278 Fax 2512877525	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/26	297507				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-32 KENT RD TO SCENIC DR Additional Description Notes --- DISTRICT 3	1.00 EACH	27148.90000	27148.90
1	1000.40.20.2070.2096.2070.0000.0000.42155.			27148.90

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 27148.90

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	27148.90	4623890.53
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00008192-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BUTLER COMPLETE SERVICES LLC	PUBLIC WORKS ADMIN.
2808 GASLIGHT LN EAST	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36695	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2515917278	
Fax 2512877525	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/26	297507				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	02/18/26	MATTHEW ANDERSON	
Approved	02/18/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/18/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	02/18/26	DONALD ROSE	Auto approved by: 9105paij
Approved	02/18/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/18/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	02/18/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	02/18/26	JAMES NEESE	Auto approved by: 9105paij
Approved	02/18/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	02/18/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	02/18/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	02/18/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase orders to Daphne Automotive LLC for one 2026 Toyota 4Runner SUV and one 2026 Toyota Camry sedan for MPD.

Amount of Contract:
Total equals $77,057.79

Funding Source
Drug Enforcement fund

ATTACHMENTS:
1. 20260219 Daphne Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 February 2026 (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 Orders to Daphne Automotive LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase orders to Daphne Automotive LLC for one 2026 Toyota 4Runner SUV and one 2026 Toyota Camry sedan for MPD.
Drug Enforcement fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: Total equals $77,057.79

FUNDING SOURCE:

Budget Item: See Requisitions 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 6026

How many bidders received bid packages (if applicable): + web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

R E S O L U T I O N

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 orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Total Amount	Vendor
5539, 5544	2026	(1530) POLICE ADMIN SERVICES	2026 TOYOTA 4RUNNER SUV AND 2026 TOYOTA CAMRY SEDAN FOR MPD (SEALED BID 6026)	$77,057.79	(300207) DAPHNE AUTOMOTIVE LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00005539-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DAPHNE, AL 36526	
Tel#2513771443	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 TOYOTA CAMRY LE OCEAN GREEN, GRAY OR BLACK IN COLOR. AS PER CITYOF MOBILE BID #6026 AND YOUR QUOTE DATED 2-6-2026	1.00 EACH	29504.00000	29504.00

Additional Description Notes

Equipment options as per the following Minimum specifications, unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on the bid. (Equipment Options Pg.1-Pg.5)

Exterior
Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
Black Grille
Black Side Windows Trim and Black Front Windshield Trim
Body-Colored Door Handles
Body-Colored Front Bumper
Body-Colored Rear Bumper
Compact Spare Tire Mounted Inside Under Cargo
Fixed Rear Window w/Defroster
Galvanized Steel/Aluminum Panels
LED Brakelights
Light Tinted Glass
Steel Spare Wheel
Tires: P205/65R16 AS
Trunk Rear Cargo Access
Wheels w/Silver Accents
Wheels: 16" Silver-Finished Alloy
Interior

Bill To	Requisition 00005539-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD DAPHNE, AL 36526 Tel#2513771443	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	1 12V DC Power Outlet 1 Seatback Storage Pocket 60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat Air Filtration Cargo Space Lights Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim Day-Night Rearview Mirror Delayed Accessory Power Digital/Analog Appearance Driver / Passenger And Rear Door Bins Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror Driver Foot Rest Driver Information Center Driver Seat Fade-To-Off Interior Lighting Front Bucket Seats includes passenger-side seatback pocket and 6-way manual front driver's and passenger seats Front Center Armrest and Rear Center Armrest Front Cupholder Front Map Lights Full Carpet Floor Covering Full Cloth Headliner Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet HVAC includes Underseat Ducts and Console Ducts Illuminated Glove Box Immobilizer Interior Trim includes Cloth Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert, Piano Black Console Insert and Piano Black/Metal-Look Interior Accents			

Bill To	Requisition 00005539-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DAPHNE, AL 36526	
Tel#2513771443	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints			
	Manual Tilt/Telescoping Steering Column			
	Outside Temp Gauge			
	Passenger Seat			
	Rear Cupholder			
	Safety Connect (up to 10-year trial subscription) Tracker System			
	Seats w/Cloth Back Material			
	Urethane Gear Shifter Material			
	Mechanical			
	13 Gal. Fuel Tank			
	3.29 Axle Ratio			
	Battery w/Run Down Protection			
	Electric Power-Assist Speed-Sensing Steering			
	Engine Auto Stop-Start Feature			
	Front And Rear Anti-Roll Bars			
	Gas-Pressurized Shock Absorbers			
	Hybrid Electric Motor			
	Lithium Ion (li-Ion) Traction Battery			
	Multi-Link Rear Suspension w/Coil Springs			
	Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake			
	Single Stainless Steel Exhaust			
	Strut Front Suspension w/Coil Springs			
	Transmission w/Driver Selectable Mode and Sequential Shift Control			
	Safety • Security			
	ABS And Driveline Traction Control			
	Airbag Occupancy Sensor			
	Back-Up Camera			
	Blind Spot Monitor (BSM) Blind Spot			
	Collision Mitigation-Front			
	Curtain 1st And 2nd Row Airbags			

Bill To	Requisition 00005539-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DAPHNE, AL 36526	
Tel#2513771443	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Driver And Passenger Knee Airbag and Rear Side-Impact Airbag			
	Dual Stage Driver And Passenger Front Airbags			
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags			
	Electronic Stability Control (ESC)			
	Evasion Assist			
	Headlights-Automatic Highbeams			
	Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning			
	Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist			
	Lane Tracing Assist (LTA)			
	Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners			
	Perimeter Alarm			
	Rear Child Safety Locks			
	Rear Cross-Traffic Alert (RCTA)			
	Side Impact Beams			
	Tire Pressure Monitor System (TPMS) Tire Specific Low Tire Pressure Warning			
	Toyota Safety Sense (TSS) 3.0			
	Comfort and Convenience			
	2 LCD Monitors In The Front			
	6 Speakers			
	Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator			
	Cruise Control w/Steering Wheel Controls			
	Dual Zone Front Automatic Air Conditioning			
	FOB Controls includes Keyfob Cargo Access and Keyfob Window Activation			
	Full-Speed Range Dynamic Radar Cruise Control (DRCC)			
	Gauges includes Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer			
	Power 1st Row Windows w/Front And Rear 1-Touch Up/Down			
	Power Door Locks w/Autolock Feature			
	Power Rear Windows			

Bill To	Requisition 00005539-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD DAPHNE, AL 36526 Tel#2513771443	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Proximity Key For Push Button Start Only Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System Radio: Toyota Audio Multimedia w/8" Touchscreen includes USB-A media port, hands-free phone capability and music streaming via Bluetooth wireless technology, SiriusXM 3-month trial subscription, 6-speaker audio system, wireless Apple CarPlay compatibility and wireless Android Auto compatibility Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch, and Panic Button Remote Releases include Power Cargo Access and Power Fuel Streaming Audio Trip Computer Variable Intermittent Wipers Window Grid And Roof Mount Antenna			
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP. .			29504.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 29504.00

Bill To	Requisition 00005539-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DAPHNE, AL 36526	
Tel#2513771443	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .VEHICLEEXP. .	29504.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	29504.00	4623890.53

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Forward	12/15/25	JAMES BARBER	Automatic Forward to 910519885
Approved	12/15/25	RODNEY GREELEY	R.G.
Approved	12/15/25	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	12/15/25	WILLIAM JACKSON	Auto approved by: 910510512
Approved	12/15/25	MATTHEW GARRETT	Auto approved by: 910510512
Approved	12/15/25	WILLIAM REED	Auto approved by: 910510512
Approved	12/16/25	AMBER ADAMS	
Approved	12/16/25	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	12/16/25	SHAUNAGYE SIMMS	Auto approved by: 910518931
Approved	12/22/25	DONALD ROSE	Auto approved by: 9105fola
Approved	12/22/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	12/22/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	12/22/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	12/22/25	JAMES NEESE	Auto approved by: 9105fola
Approved	12/22/25	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	12/22/25	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	12/22/25	ANNE FOLEY	
Approved	12/22/25	JOHN PAINE	Auto approved by: 9105fola

Bill To	Requisition 00005539-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor
DAPHNE AUTOMOTIVE LLC
29732 FREDRICK BLVD

DAPHNE, AL 36526

Tel#2513771443

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DAPHNE, AL 36526	
Tel#2513771443	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 TOYOTA 4RUNNER BLACK IN COLOR, NEW VEHICLE. CITY WILL PICK VEHICLE UP FROM DEALERSHIP. AS PER CIY OF MOBILE BID #6026 AND YOUR QUOTE DATED 2-6-2026	1.00 EACH	47553.79000	47553.79

Additional Description Notes

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.6)

Optional Packages and Equipment
Packages
None Installed
Equipment
50 STATE EMISSIONS
BLACK POWDER COAT OVAL TUBE SIDE STEPS (TMS)
BLACK, FABRIC SEAT TRIM (FA)
BRIGHT CHROME WHEEL LOCKS (TMS)
REAR TOYOTA BRONZE BADGE INSERTS (TMS)
TOWING BALL MOUNT (TMS)
Standard Equipment
Exterior
Auto Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps
Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
Body-Colored Door Handles
Body-Colored Front Bumper w/1 Tow Hook

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DAPHNE, AL 36526	
Tel#2513771443	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Body-Colored Rear Step Bumper Chrome Bodyside Insert, Rocker Panel Extensions and Body-Colored Fender Flares Class III Towing Equipment includes Hitch Deep Tinted Glass Front Fog Lamps Full-Size Spare Tire Stored Underbody w/Crankdown Fully Galvanized Steel Panels Grille w/Body-Colored Bar LED Brakelights Liftgate Rear Cargo Access Lip Spoiler Perimeter/Approach Lights Power Rear Window w/Wiper and Defroster Splash Guards Steel Spare Wheel Tires: 245/70R17 Wheels: 17" Dark-Gray Painted Alloy Interior 2 Seatback Storage Pockets 40-20-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat 5 12V DC Power Outlets 5 12V DC Power Outlets and 1 Interior 120V AC Power Outlet Air Filtration Cargo Space Lights Carpet Floor Trim Day-Night Rearview Mirror Delayed Accessory Power Digital/Analog Appearance Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger			

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DAPHNE, AL 36526	
Tel#2513771443	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Illumination, Driver And Passenger Auxiliary Mirror			
	Driver Foot Rest			
	Driver Information Center			
	Driver Seat			
	Fade-To-Off Interior Lighting			
	Front Center Armrest and Rear Center Armrest			
	Front Cupholder			
	Front Map Lights			
	Full Carpet Floor Covering			
	Full Cloth Headliner			
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 5 12V DC Power Outlets and 1 Interior 120V AC Power Outlet			
	HVAC includes Underseat Ducts and Console Ducts			
	Immobilizer			
	Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins			
	Interior Trim includes Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents			
	Leather Gear Shifter Material			
	Leather Steering Wheel			
	Leatherette Door Trim Insert			
	Locking Glove Box			
	Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints			
	Manual Tilt/Telescoping Steering Column			
	Outside Temp Gauge			
	Passenger Seat			
	Rear Cupholder			
	Seats w/Cloth Back Material			
	Valet Function			
	Mechanical			
	19 Gal. Fuel Tank			

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DAPHNE, AL 36526	
Tel#2513771443	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	3 Skid Plates 3.73 Axle Ratio 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake 6075# Gvwr 72-Amp/Hr 750CCA Maintenance-Free Battery Auto Locking Hubs Double Wishbone Front Suspension w/Coil Springs Front And Rear Anti-Roll Bars Gas-Pressurized Shock Absorbers Hydraulic Power-Assist Speed-Sensing Steering Manual Transfer Case Single Stainless Steel Exhaust Solid Axle Rear Suspension w/Coil Springs Trailer Wiring Harness Transmission w/Sequential Shift Control and Oil Cooler Safety • Security A-TRAC ABS And Driveline Traction Control Airbag Occupancy Sensor Back-Up Camera Blind Spot Monitor (BSM) Blind Spot Collision Mitigation-Front Curtain 1st, 2nd And 3rd Row Airbags Driver And Passenger Knee Airbag and Rear Side-Impact Airbag Dual Stage Driver And Passenger Front Airbags Dual Stage Driver And Passenger Seat-Mounted Side Airbags Electronic Stability Control (ESC) Headlights-Automatic Highbeams Lane Departure Alert (LDA) Lane Departure Warning Lane Departure Alert (LDA) Lane Keeping Assist Lane Tracing Assist (LTA)			

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DAPHNE, AL 36526	
Tel#2513771443	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Low Tire Pressure Warning			
	Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners			
	Perimeter Alarm			
	Rear Child Safety Locks			
	Rear Cross-Traffic Alert (RCTA)			
	Side Impact Beams			
	Toyota Safety Sense P (TSS-P)			
	Comfort and Convenience			
	Body-Colored Power Heated Side Mirrors w/Manual Folding			
	Cruise Control w/Steering Wheel Controls			
	Dual Zone Front Automatic Air Conditioning			
	Dynamic Radar Cruise Control (DRCC)			
	FOB Controls includes Keyfob Window Activation			
	Front Bucket Seats includes 6 way manual driver and passenger front seats w/2-way driver lumbar support			
	Gauges includes Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer			
	Power 1st Row Windows w/Front And Rear 1-Touch Up/Down			
	Power Door Locks w/Autolock Feature			
	Power Rear Windows and Fixed 3rd Row Windows			
	Proximity Key For Doors And Push Button Start			
	Radio w/Seek-Scan, Clock and Steering Wheel Controls			
	Radio: 8" Audio includes multimedia display w/8-speaker audio system, wireless Apple CarPlay and Android Auto compatibility, SiriusXM 3-month trial, See toyota.com/audio-multimedia for details			
	Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button			
	Tailgate/Rear Door Lock Included w/Power Door Locks			
	Trip Computer			
	Variable Intermittent Wipers w/Heated Wiper Park			

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Released Page 6

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD DAPHNE, AL 36526 Tel#2513771443	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Window Grid Diversity Antenna Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20” X 40” X 10”) CT23367 or locked drawer system similar			
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP. .			47553.79

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 47553.79

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .VEHICLEEXP. .	47553.79	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	47553.79	4623890.53

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

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

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
DAPHNE, AL 36526	
Tel#2513771443	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Date	Clerk	Qty Unit Price Net Price Comment
	Activity			
	CCancelled	02/18/26	JOHN PAINE	GL Allocation changed
	Forward	12/15/25	JAMES BARBER	Automatic Forward to 910519885
	Approved	12/15/25	RODNEY GREELEY	R.G.
	Approved	12/15/25	BRANDI MONTGOMERY	Auto approved by: 910510512
	Approved	12/15/25	WILLIAM JACKSON	Auto approved by: 910510512
	Approved	12/15/25	MATTHEW GARRETT	Auto approved by: 910510512
	Approved	12/15/25	WILLIAM REED	Auto approved by: 910510512
	Forward	02/18/26	JAMES BARBER	Automatic Forward to 910519885
	Approved	02/19/26	RODNEY GREELEY	R.G.
	Approved	02/19/26	BRANDI MONTGOMERY	Auto approved by: 910510512
	Approved	02/19/26	WILLIAM JACKSON	Auto approved by: 910510512
	Approved	02/19/26	MATTHEW GARRETT	Auto approved by: 910510512
	Approved	02/19/26	WILLIAM REED	Auto approved by: 910510512
	Approved	12/16/25	AMBER ADAMS	
	Approved	12/16/25	TRAVIS MARSHALL	Auto approved by: 910518931
	Approved	12/16/25	SHAUNAGYE SIMMS	Auto approved by: 910518931
	Queued	02/19/26	AMBER ADAMS	Auto approved by: 910518931
	Queued	02/19/26	TRAVIS MARSHALL	Auto approved by: 910518931
	Queued	02/19/26	SHAUNAGYE SIMMS	Auto approved by: 910518931
	Pending		DONALD ROSE	Auto approved by: 910518931
	Pending		SANDRA LEWIS	Auto approved by: 910518931
	Pending		STEVEN KRONINGER	Auto approved by: 910518931
	Pending		SAMANTHA COOLEY	Auto approved by: 910518931
	Pending		JAMES NEESE	Auto approved by: 910518931
	Pending		PATRICIA KENNEDY-JONES	Auto approved by: 910518931
	Pending		REBECCA CRUMPLER	Auto approved by: 910518931
	Pending		ANNE FOLEY	Auto approved by: 910518931
	Pending		JOHN PAINE	Auto approved by: 910518931

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Released Page 8

Vendor
DAPHNE AUTOMOTIVE LLC
29732 FREDRICK BLVD

DAPHNE, AL 36526

Tel#2513771443

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6026
FOR NEW OR SLIGHTLY USED VEHICLES

Numbers in ***RED*** designate local vendor adjustment.

OPT N/A designates vendor did not bid the option.

	Eastern Shore Toyota	**LCM Motors**	**Buster Miles Chevrolet**	**Joe Bullard Chevrolet**	**Donohoo Chevrolet**	**Landers McLarty DCJ**
Toyota 4 Runner	$47,533.79 $49,910.48 OPT N/A	*USED* $49,980.00 OPT N/A	—	—	—	—
Grand Cherokee Limited	—	*USED* $43,500.00 OPT N/A	—	—	—	$49,472.00 OPT $1,675.00
Chevrolet Traverse	—	*USED* $39,700.00 OPT N/A	$51,0145.80 $53,598.09 OPT N/A	$45,105.00 OPT $1,038.00	$42,361.50 $44,479.58 OPT $1,862.50	—
Toyota Camry	$29,504.00 $30,979.20	*USED* $32,900.00	—	—	—	—
Honda Accord	—	*USED* $32,900.00	—	—	—	—
	Daphne, AL	Local Vendor	Heflin, AL	Local Vendor	Ft. Dodge, AL	Local Vendor

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
1/20/2026	6026	Public Works	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, February 6, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

NEW OR SLIGHTLY USED VEHICLES

1 EA — 2025 or Newer TOYOTA 4RUNNER as per the following and attached

Make _____ Model _____

Colors _____ Mileage _____

Delivery _____

OPTIONAL

Tuffy Security Product Cargo Area Security Drawers w/Shelf

Items (20" x 40" x 10") CT23367 or locked drawyer system similar insalled.

Make _____ Model _____

Price _____

1 EA — 2025 or Newer JEEP GRAND CHEROKEE LIMITED as per the following attached

Make _____ Model _____

Colors _____ Mileage _____

Delivery _____

OPTIONAL

Tuffy Security Product Cargo Area Security Drawers w/Shelf

Items (20" x 40" x 10") CT23367 or locked drawyer system similar insalled.

Make _____ Model _____

Price _____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

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 Aabama, 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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 4						
1 EA	2025 or Newer CHEVROLET TRAVERSE as per the following and attached Make _____Model_____ Colors_____Mileage Delivery_____ **OPTIONAL** Tuffy Security Product Cargo Area Security Drawers w/Shelf Items (20" x 40" x 10") CT23367 or locked drawyer system similar insalled. Make _____Model_____ Price_____						
1 EA	2025 or Newer TOYOTA CAMRY as per the following and attached Make _____Model_____ Colors_____Mileage_____ Delivery_____						
1 EA	2025 or Newer HONDA ACCORD as per the following and attached Make _____Model_____ Colors_____Mileage_____ Delivery_____						
	Upon award, the City will purchase one each of the above vehicles. State whether the vehicle is in stock or must be ordered. No Red, Tan, or White color units will be acceptable. Include Certificate of Title in your bid price. State your delivery of each unit bid. The City reserves the right to inspect the unit prior to bid award. The City desires unit to be on the lot or to be delivered within two (2) weeks of the bid opening, however will consider waiting for new unit.						
				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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 4 All pricing to be delivered FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all must be delivered. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool. 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. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.					
			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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

TO BE AWARDED ON AN ITEM BASIS

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.

Bid Specifications for Automobile Purchases

2025 or newer Toyota 4Runner

Mileage: Less than 7500 miles

Any color except Supersonic Red, Everest Green

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.6)

Optional Packages and Equipment

Packages

None Installed

Equipment

50 STATE EMISSIONS

BLACK POWDER COAT OVAL TUBE SIDE STEPS (TMS)

BLACK, FABRIC SEAT TRIM (FA)

BRIGHT CHROME WHEEL LOCKS (TMS)

REAR TOYOTA BRONZE BADGE INSERTS (TMS)

TOWING BALL MOUNT (TMS)

Standard Equipment

Exterior

Auto Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps

Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

Body-Colored Door Handles

Body-Colored Front Bumper w/1 Tow Hook

Body-Colored Rear Step Bumper

Chrome Bodyside Insert, Rocker Panel Extensions and Body-Colored Fender Flares

Class III Towing Equipment includes Hitch

Deep Tinted Glass

Front Fog Lamps

Full-Size Spare Tire Stored Underbody w/Crankdown

Fully Galvanized Steel Panels

Grille w/Body-Colored Bar

LED Brakelights

Liftgate Rear Cargo Access

Lip Spoiler

Perimeter/Approach Lights

Power Rear Window w/Wiper and Defroster

Splash Guards

Steel Spare Wheel

Tires: 245/70R17

Wheels: 17" Dark-Gray Painted Alloy

Interior

2 Seatback Storage Pockets

40-20-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat

5 12V DC Power Outlets

5 12V DC Power Outlets and 1 Interior 120V AC Power Outlet

Air Filtration

Cargo Space Lights

Carpet Floor Trim

Day-Night Rearview Mirror

Delayed Accessory Power

Digital/Analog Appearance

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Driver Foot Rest

Driver Information Center

Driver Seat

Fade-To-Off Interior Lighting

Front Center Armrest and Rear Center Armrest

Front Cupholder

Front Map Lights

Full Carpet Floor Covering

Full Cloth Headliner

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 5 12V DC Power Outlets and 1 Interior 120V AC Power Outlet

HVAC includes Underseat Ducts and Console Ducts

Immobilizer

Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins

Interior Trim includes Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents

Leather Gear Shifter Material

Leather Steering Wheel

Leatherette Door Trim Insert

Locking Glove Box

Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Manual Tilt/Telescoping Steering Column

Outside Temp Gauge

Passenger Seat

Rear Cupholder

Seats w/Cloth Back Material

Valet Function

Mechanical

19 Gal. Fuel Tank

3 Skid Plates

3.73 Axle Ratio

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

6075# Gvwr

72-Amp/Hr 750CCA Maintenance-Free Battery

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Front And Rear Anti-Roll Bars

Gas-Pressurized Shock Absorbers

Hydraulic Power-Assist Speed-Sensing Steering

Manual Transfer Case

Single Stainless Steel Exhaust

Solid Axle Rear Suspension w/Coil Springs

Trailer Wiring Harness

Transmission w/Sequential Shift Control and Oil Cooler

Safety • Security

A-TRAC ABS And Driveline Traction Control

Airbag Occupancy Sensor

Back-Up Camera

Blind Spot Monitor (BSM) Blind Spot

Collision Mitigation-Front

Curtain 1st, 2nd And 3rd Row Airbags

Driver And Passenger Knee Airbag and Rear Side-Impact Airbag

Dual Stage Driver And Passenger Front Airbags

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Electronic Stability Control (ESC)

Headlights-Automatic Highbeams

Lane Departure Alert (LDA) Lane Departure Warning

Lane Departure Alert (LDA) Lane Keeping Assist

Lane Tracing Assist (LTA)

Low Tire Pressure Warning

Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners

Perimeter Alarm

Rear Child Safety Locks

Rear Cross-Traffic Alert (RCTA)

Side Impact Beams

Toyota Safety Sense P (TSS-P)

Comfort and Convenience

Body-Colored Power Heated Side Mirrors w/Manual Folding

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

Dynamic Radar Cruise Control (DRCC)

FOB Controls includes Keyfob Window Activation

Front Bucket Seats includes 6 way manual driver and passenger front seats w/2-way driver lumbar support

Gauges includes Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power 1st Row Windows w/Front And Rear 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Power Rear Windows and Fixed 3rd Row Windows

Proximity Key For Doors And Push Button Start

Radio w/Seek-Scan, Clock and Steering Wheel Controls

Radio: 8" Audio includes multimedia display w/8-speaker audio system, wireless Apple CarPlay and Android Auto compatibility, SiriusXM 3-month trial, See toyota.com/audio-multimedia for details

Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Tailgate/Rear Door Lock Included w/Power Door Locks

Trip Computer

Variable Intermittent Wipers w/Heated Wiper Park

Window Grid Diversity Antenna

OPTIONAL

Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20" X 40" X 10") CT23367 or locked drawer system similar

Bid Specifications for Automobile Purchases

2025 or newer Jeep Grand Cherokee Limited

Mileage: Less than 7500 miles

Any color except Redline Pearl, Sage Green, Blue Shade

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.4)

Packages

BLACK APPEARANCE PACKAGE - ALC

- Tires: 265/50R20 A/S Performance
- Wheels: 20" x 8.5" Gloss Black Painted Aluminum
- Gloss Black Exterior Accents

QUICK ORDER PACKAGE - 22E

- Engine: 3.6L V6 24V VVT UPG I w/ESS
- Transmission: 8-Speed Automatic (850RE)

Equipment

- DUAL-PANE PANORAMIC SUNROOF
- GLOBAL BLACK, CAPRI LEATHERETTE SEATS
- MODEL YEAR TRACKING
- TIRES: 265/50R20 A/S PERFORMANCE
- WHEELS: 20" X 8.5" GLOSS BLACK PAINTED ALUMINUM
-

Standard Equipment

Exterior

- Aluminum Spare Wheel
- Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Black Bodyside Cladding and Black Fender Flares
- Black Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
- Body-Colored Door Handles
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Chrome Bumper Insert
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent and Chrome Bumper Insert
- Chrome Grille
- Chrome Side Windows Trim and Chrome Rear Window Trim
- Compact Spare Tire Mounted Inside Under Cargo
- Deep Tinted Glass
- Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
- Front Fog Lamps
- Galvanized Steel/Aluminum Panels
- Headlights-Automatic Highbeams
- Laminated Glass
- LED Brakelights

- Lip Spoiler
- Perimeter/Approach Lights
- Speed Sensitive Variable Intermittent Wipers
- Tires: 265/60R18 BSW A/S LRR

Interior

- 12-Way Power Driver Seat includes Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
- 12-Way Power Passenger Seat includes Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
- 2 12V DC Power Outlets
- 2 12V DC Power Outlets and 1 Interior 120V AC Power Outlet
- 2 Seatback Storage Pockets
- 60-40 Folding Split-Bench Front Facing Heated Manual Reclining Fold Forward Seatback Leatherette Rear Seat
- Air Filtration
- Cargo Area Concealed Storage
- Cargo Space Lights
- Carpet Floor Trim
- Chrome Gear Shifter Material
- Compass
- Day-Night Rearview Mirror
- Delayed Accessory Power
- Digital/Analog Appearance
- Driver And Passenger Heated Front Seat
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
- Driver Foot Rest
- Driver Information Center
- Fade-To-Off Interior Lighting
- Front And Rear Map Lights
- Front Center Armrest w/Storage
- Front Seats w/Power 4-Way Driver Lumbar
- Full Carpet Floor Covering includes Carpet Front And Rear Floor Mats
- Full Cloth Headliner
- Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 2 12V DC Power Outlets and 1 Interior 120V AC Power Outlet
- Heated Leatherette Steering Wheel
- HVAC includes Headliner/Pillar Ducts and Console Ducts
- Illuminated Front Cupholder
- Illuminated Locking Glove Box
- Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins
- Interior Trim includes Simulated Wood/Metal-Look Instrument Panel Insert, Simulated Wood/Metal-Look Door Panel Insert, Piano Black Console Insert and Chrome/Metal-Look Interior Accents
- Jeep Connect Tracker System
- Manual Anti-Whiplash w/Tilt Front Head Restraints and Fixed Rear Head Restraints
- Manual Tilt/Telescoping Steering Column
- Memory Settings includes Driver Seat, Door Mirrors and Audio
- Outside Temp Gauge
- Power Fuel Flap Locking Type
- Rear Cupholder

- Redundant Digital Speedometer
- Remote Releases includes Power Cargo Access
- Sentry Key Immobilizer
- Valet Function
- Vinyl Door Trim Insert

Mechanical

- 180 Amp Alternator
- 23 Gal. Fuel Tank
- 3.45 Axle Ratio
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
- 50 State Emissions
- 6050# Gvwr 1260# Maximum Payload
- 700CCA Maintenance-Free Battery w/Run Down Protection
- Brake Actuated Limited Slip Differential
- Electric Power-Assist Steering
- Engine Auto Stop-Start Feature
- Engine Oil Cooler
- Front And Rear Anti-Roll Bars
- Gas-Pressurized Shock Absorbers
- Multi-Link Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- Normal Duty Suspension
- Single Stainless Steel Exhaust
- Towing Equipment includes Trailer Sway Control
- Transmission w/Driver Selectable Mode and Sequential Shift Control w/Steering Wheel Controls

Safety • Security

- Active Lane Management Lane Departure Warning
- Active Lane Management Lane Keeping Assist
- Airbag Occupancy Sensor
- Blind Spot Detection Blind Spot
- Collision Mitigation-Front
- Cross Path Detection
- Curtain 1st And 2nd Row Airbags
- Driver And Passenger Knee Airbag
- Dual Stage Driver And Passenger Front Airbags
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- Full Speed Forward Collision Warning Plus
- Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners
- ParkSense with Stop Rear Parking Sensors
- Perimeter Alarm
- Rear Child Safety Locks
- Selec-Terrain ABS And Driveline Traction Control
- Side Impact Beams
- Tire Specific Low Tire Pressure Warning

Comfort and Convenience

- 2 LCD Monitors In The Front
- 6 Performance Speakers
- Active Noise Control System
- Adaptive Cruise Control w/Stop & Go
- Connected Travel & Traffic Services Real-Time Traffic Display
- Cruise Control w/Steering Wheel Controls
- FOB Controls includes Keyfob Cargo Access and Keyfob Remote Start
- Integrated Roof Antenna
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Power Door Locks w/Autolock Feature
- Power Liftgate Rear Cargo Access
- Power Rear Windows and Fixed 3rd Row Windows
- Proximity Key For Doors And Push Button Start
- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation, Radio Data System and Uconnect External Memory Control
- Radio: Uconnect 5 Nav w/10.1" Display
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Smart Device Remote Engine Start
- Streaming Audio
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Voice Activated Dual Zone Front Automatic Air Conditioning
- Wireless Phone Connectivity

OPTIONAL

- Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20" X 40" X 10") CT23367 or locked drawer system similar

2025 CHEVY TRAVERSE

Mileage: Less than 7500 miles

Any color except Radiant Red, Harvest Bronze Metallic and Lakeshore Blue Metallic

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.7)

High Value Options

3rd Row Seat

Adaptive Cruise Control

Back-Up Camera

Blind Spot Monitor

Bluetooth Connection

Climate Control

Cross-Traffic Alert

Heated Front Seat(s)

Heated Steering Wheel

Integrated Turn Signal Mirrors

Lane Departure Warning

Lane Keeping Assist

Multi-Zone A/C

Navigation System

Power Driver Seat

Power Liftgate

Privacy Glass

Rear A/C

Rear Parking Aid

Satellite Radio

Smart Device Integration

Tire Pressure Monitor

WiFi Hotspot

Optional Packages And Equipment

Packages

DRIVER CONFIDENCE PACKAGE - BGP

(KI6) 120V-volt power outlet

(UKK) Rear Pedestrian Alert

(UV2) HD Surround Vision and (UVX) Traffic Sign Recognition

LICENSE PLATE FRONT MOUNTING PACKAGE - VK3

(will be forced on orders with ship-to states that require a front license plate)

LT PREFERRED EQUIPMENT GROUP - 1LT

standard equipment

Equipment

EMISSIONS, FEDERAL REQUIREMENTS

HD SURROUND VISION

LT JET BLACK, PREMIUM CLOTH SEAT TRIM

POWER OUTLET, 120-VOLT, LOCATED ON THE REAR OF CENTER CONSOLE

REAR PEDESTRIAN ALERT

SEATING, 7-PASSENGER (2-2-3 SEATING CONFIGURATION)

SEATS, FRONT BUCKET

TIRES, 255/65R18 ALL-SEASON BLACKWALL

TRAFFIC SIGN RECOGNITION

WHEELS, 18" (45.7 CM) GRAZEN METALLIC MACHINED-FACE ALUMINUM

Standard Equipment

Exterior

Door handles, body-color

Glass, deep-tinted

Glass, rear, deep tint

Headlamps, LED, automatic on/off

Molding, bright door upper and low gloss Black belt

Moldings, molded color bodyside

Moldings, rocker, narrow, molded color

Rear Camera Washer

Roof rails, Black

Tire, compact spare, T135/70R18, blackwall

Wheel moldings, mold-in-color Black

Wheel, spare, 18" (45.7 cm) steel

Interior

Driver Information Center, 11" diagonal display

Floor mats, front, carpeted (Deleted when LPO floor mats or floor liners are ordered.)

Floor mats, rear, carpeted (Deleted when LPO floor mats or floor liners are ordered.)

Headrest, 3rd row center

Heater, electric, heater defroster system, reinforced

Mirror, inside rearview manual day/night

Seat adjuster, front passenger 4-way manual

Sensor, cabin humidity and windshield temperature

Steering column, manual tilt and telescopic

Steering wheel, wrapped

USB ports, 2 type-A, charge-only located on the rear of the center console

Vehicle health management provides advanced warning of vehicle issues

Wireless Phone Charging

Mechanical

Alternator, 220 amps

Brake lining wear indicator

Brakes, 4-wheel antilock, 4-wheel disc

Cooling system, heavy-duty

Electronic Precision Shift, electronic transmission range selector

Engine control, stop-start system

Engine control, stop-start system override

GVWR, 6173 lbs (2800 kg)

Hitch Guidance

Hitch View

Suspension, Ride and Handling

Safety • Security

Airbags, driver and front passenger frontal, seat-mounted side-impact first and second row outboard seating positions, and roof rail-mounted head-curtain for all outboard seating positions, and Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Automatic Emergency Braking

Blind Zone Steering Assist

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Display, automatic occupant sensing

Enhanced Automatic Emergency Braking

Following Distance Indicator

Forward Collision Alert

Front Pedestrian and Bicyclist Braking

HD Rear Vision Camera

IntelliBeam

Intersection Automatic Emergency Braking

LATCH system (Lower Anchors and Tethers for CHildren), for child restraints seats

LED Reflective Windshield Collision Alert

Lane Keep Assist with Lane Departure Warning (Included and only available with Chevy Safety Assist.)

Lane Keep Assist with Lane Departure Warning, enhanced

Mechanical jack with tools

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector

Rear Cross Traffic Braking

Rear Park Assist

Rear Seat Reminder

Reverse Automatic Braking

Safety Alert Seat

Seat belt indicator, 2nd row

Seat belt indicator, 3rd row

Seat belt restraint pretensioner, rear

Seat belt, 3-point, driver with pretensioner and load limiter

Seat belt, 3-point, front passenger with pretensioner and load limiter

Seat belts, all rows 3-point with pretensioners, driver and front passenger height-adjustable

Side Bicyclist Alert

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor System, auto learn

Comfort and Convenience

Active Noise Cancellation, driveline

Adaptive Cruise Control

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, front passenger and rear seat passengers

Audio system feature, 6-speaker system

Audio system, 17.7" diagonal advanced color high-contrast LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay and Wireless Android Auto for compatible phones

AutoSense Power Liftgate, programmable, hands free

Keyless Open, all doors includes extended range Remote Keyless Entry with lock/unlock feature

Mirrors, outside heated, power-adjustable, manual-folding Black, with integrated turn signal indicators

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Remote Start

Seat adjuster, driver 8-way power

Seats, heated driver and front passenger

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Steering wheel, heated

USB ports, 2 type-A, charge-only one on each outboard location

USB ports, 2, one type A and one type-C data/charge, located in the front area of the center console

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Windows, remote express-up/-down driver and express-down all passengers

OPTIONAL

Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20" X 40" X 10") CT23367 or locked drawer system similar

Bid Specifications for Automobile Purchases

2025 or Newer TOYOTA CAMRY

Mileage: Less than 7500 miles
Any color except White, Supersonic Red, and Precious Bronze

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.5)

Exterior

Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off

Black Grille

Black Side Windows Trim and Black Front Windshield Trim

Body-Colored Door Handles

Body-Colored Front Bumper

Body-Colored Rear Bumper

Compact Spare Tire Mounted Inside Under Cargo

Fixed Rear Window w/Defroster

Galvanized Steel/Aluminum Panels

LED Brakelights

Light Tinted Glass

Steel Spare Wheel

Tires: P205/65R16 AS

Trunk Rear Cargo Access

Wheels w/Silver Accents

Wheels: 16" Silver-Finished Alloy

Interior

1 12V DC Power Outlet

1 Seatback Storage Pocket

60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat

Air Filtration

Cargo Space Lights

Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim

Day-Night Rearview Mirror

Delayed Accessory Power

Digital/Analog Appearance

Driver / Passenger And Rear Door Bins

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror

Driver Foot Rest

Driver Information Center

Driver Seat

Fade-To-Off Interior Lighting

Front Bucket Seats includes passenger-side seatback pocket and 6-way manual front driver's and passenger seats

Front Center Armrest and Rear Center Armrest

Front Cupholder

Front Map Lights

Full Carpet Floor Covering

Full Cloth Headliner

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet

HVAC includes Underseat Ducts and Console Ducts

Illuminated Glove Box

Immobilizer

Interior Trim includes Cloth Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert, Piano Black Console Insert and Piano Black/Metal-Look Interior Accents

Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints

Manual Tilt/Telescoping Steering Column

Outside Temp Gauge

Passenger Seat

Rear Cupholder

Safety Connect (up to 10-year trial subscription) Tracker System

Seats w/Cloth Back Material

Urethane Gear Shifter Material

Mechanical

13 Gal. Fuel Tank

3.29 Axle Ratio

Battery w/Run Down Protection

Electric Power-Assist Speed-Sensing Steering

Engine Auto Stop-Start Feature

Front And Rear Anti-Roll Bars

Gas-Pressurized Shock Absorbers

Hybrid Electric Motor

Lithium Ion (li-Ion) Traction Battery

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Single Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

Transmission w/Driver Selectable Mode and Sequential Shift Control

Safety • Security

ABS And Driveline Traction Control

Airbag Occupancy Sensor

Back-Up Camera

Blind Spot Monitor (BSM) Blind Spot

Collision Mitigation-Front

Curtain 1st And 2nd Row Airbags

Driver And Passenger Knee Airbag and Rear Side-Impact Airbag

Dual Stage Driver And Passenger Front Airbags

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Electronic Stability Control (ESC)

Evasion Assist

Headlights-Automatic Highbeams

Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning

Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist

Lane Tracing Assist (LTA)

Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners

Perimeter Alarm

Rear Child Safety Locks

Rear Cross-Traffic Alert (RCTA)

Side Impact Beams

Tire Pressure Monitor System (TPMS) Tire Specific Low Tire Pressure Warning

Toyota Safety Sense (TSS) 3.0

Comfort and Convenience

2 LCD Monitors In The Front

6 Speakers

Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

FOB Controls includes Keyfob Cargo Access and Keyfob Window Activation

Full-Speed Range Dynamic Radar Cruise Control (DRCC)

Gauges includes Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer

Power 1st Row Windows w/Front And Rear 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Power Rear Windows

Proximity Key For Push Button Start Only

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System

Radio: Toyota Audio Multimedia w/8" Touchscreen includes USB-A media port, hands-free phone capability and music streaming via Bluetooth wireless technology, SiriusXM 3-month trial subscription, 6-speaker audio system, wireless Apple CarPlay compatibility and wireless Android Auto compatibility

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Remote Releases includes Power Cargo Access and Power Fuel

Streaming Audio

Trip Computer

Variable Intermittent Wipers

Window Grid And Roof Mount Antenna

Bid Specifications for Automobile Purchases

2025 or Newer HONDA ACCORD

Mileage: Less than 7500 miles
Any color except Radiant Red Metallic

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.5)

Options

Interior

2 12V DC Power Outlets

4-Way Passenger Seat

6-Way Driver Seat

Air Filtration

Cargo Space Lights

Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim

Compass

Day-Night Rearview Mirror

Delayed Accessory Power

Digital/Analog Appearance

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Driver Foot Rest

Driver Information Center

Driver / Passenger And Rear Door Bins

Fabric Seat Trim

Fade-To-Off Interior Lighting

Front And Rear Map Lights

Front Bucket Seats

Front Center Armrest and Rear Center Armrest

Front Cupholder

Full Carpet Floor Covering

Full Cloth Headliner

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Full Folding Bench Front Facing Fold Forward Seatback Rear Seat

Glove Box

HVAC

Immobilizer

Interior Trim

Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints

Manual Tilt/Telescoping Steering Column

Outside Temp Gauge

Power Fuel Flap Locking Type

Rear Cupholder

Redundant Digital Speedometer

Remote Releases

Seats w/Cloth Back Material

Urethane Gear Shifter Material

Valet Function

HondaLink Tracker System

Leatherette Door Trim Insert

Exterior

Black Grille

Body-Colored Door Handles

Body-Colored Front Bumper

Body-Colored Rear Bumper

Chrome Side Windows Trim and Black Front Windshield Trim

Compact Spare Tire Mounted Inside Under Cargo

Fixed Rear Window w/Defroster

Galvanized Steel/Aluminum Panels

LED Brakelights

Light Tinted Glass

Steel Spare Wheel

Tires: 225/50R17 94V AS

Trunk Rear Cargo Access

Wheels: 17" x 7.5J Blade Silver

Auto On/Off Reflector Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off

Comfort And Convenience

2 LCD Monitors In The Front

Automatic Air Conditioning

Body-Colored Power Side Mirrors w/Manual Folding

Cruise Control w/Steering Wheel Controls

FOB Controls

Gauges

Integrated Roof Antenna

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Power Rear Windows

Proximity Key For Doors And Push Button Start

Radio: 160-Watt Audio System

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Speed Sensitive Variable Intermittent Wipers

Trip Computer

Adaptive Cruise Control (ACC) with Low-Speed Follow

Mechanical

14.8 Gal. Fuel Tank

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

5.36 Axle Ratio

Electric Power-Assist Speed-Sensing Steering

Front And Rear Anti-Roll Bars

Gas-Pressurized Shock Absorbers

Multi-Link Rear Suspension w/Coil Springs

Quasi-Dual Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

135 Amp Alternator

60-Amp/Hr 600CCA Maintenance-Free Battery w/Run Down Protection

Safety And Security

ABS And Driveline Traction Control

Airbag Occupancy Sensor

Back-Up Camera

Collision Mitigation Braking System (CMBS) + Forward Collision Warning (FCW)

Collision Mitigation-Front

Curtain 1st And 2nd Row Airbags

Driver And Passenger Knee Airbag and Rear Side-Impact Airbag

Driver Monitoring-Alert

Dual Stage Driver And Passenger Front Airbags

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Headlights-Automatic Highbeams

Lane Keeping Assist System (LKAS) Lane Departure Warning

Lane Keeping Assist System (LKAS) Lane Keeping Assist

Outboard Front Lap And Shoulder Safety Belts

Perimeter Alarm

Rear Child Safety Locks

Side Impact Beams

Tire Specific Low Tire Pressure Warning

Traffic Jam Assist

Vehicle Stability Assist (VSA) Electronic Stability Control (ESC)

Restricted Driving Mode/Alerts

Technology

Smart Device Remote Engine Start

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)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Fotokite US LLC for two Fotokite Sigma+ actively tethered drone systems with deployable transport cases for Gulf Coast Technology Center.

Amount of Contract:
$98,006.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260219 Fotokite Agenda PackagePOs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 February 2026 (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 Fotokite US LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Fotokite US LLC for two Fotokite Sigma+ actively tethered drone systems with deployable transport cases for Gulf Coast Technology Center.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $98,006.00

FUNDING SOURCE:

Budget Item: See Requisitions 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: Bid exempt: Safety of persons 41-16-51(a)(15); services detection crim acitivity. 41-16-51(b)(9)

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:

_____

_____

R E S O L U T I O N

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, a 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
8217	2026	(1502) GULF COAST TECHNOLOGY CENTER	TWO FOTOKITE SIGNMA+ ACTIVELY TETHERED DRONE SYSTEMS WITH DEPLOYABLE TRANSPORT CASES FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS PRODUCT RELATED TO SECURITY/SAFETY OF PERSONS, SERVICES TO AID IN DETECTION OF CRIMINAL ACTIVITY)	$98,006.00	(300205) FOTOKITE US LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008217-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Released Page 1

Vendor	Ship To
FOTOKITE US LLC 3125 STERLING CIRCLE, STE 107 BOULDER, CO 80301 Tel#407 403 2020	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/26	300205	03/09/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PLEASE SEE ATTACHED: QUOTE SOLE SOURCE LETTER JUSTIFCATION LETTER SPECIFICATION SHEET			
001	55000-103_X FOTOKITE SIGMA PLUS, TRANSPORT CASE (IR 640p, GREY, 120V)	2.00 EACH	45895.00000	91790.00
	1 1000.30.15.1502.1502.1502.0000.0000.42115.			91790.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	20001-001 FOTOKITE REMOTE LIVESTREAMING WITH REMOTE CONTROL SUBSCRIPTION (CUSTOMER SUPPLIED SIM CARD) 1 YEAR	2.00 EACH	2500.00000	5000.00
	1 1000.30.15.1502.1502.1502.0000.0000.42115.			5000.00

Bill To	Requisition 00008217-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
FOTOKITE US LLC	GULF COAST TECHNOLOGY CENTER
3125 STERLING CIRCLE, STE 107	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
BOULDER, CO 80301	REBECCA.TURK@CITYOFMOBILE.ORG
Tel#407 403 2020	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/26	300205	03/09/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
003	50107-001_X SPARE PROPELLER KIT (FULL SET OF 6 PROPELLERS) SPARE PROPELLER KIT (FULL SET OF 6 PROPELLERS)	1.00 EACH	66.00000	66.00
	1 1000.30.15.1502.1502.1502.0000.0000.42115.			66.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
004	FREIGHT	1.00	575.00000	575.00

Bill To	Requisition 00008217-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Released Page 3

Vendor	Ship To
FOTOKITE US LLC 3125 STERLING CIRCLE, STE 107 BOULDER, CO 80301 Tel#407 403 2020	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/26	300205	03/09/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item Inventory Item/Loc 14009			
	1 1000.30.15.1502.1502.1502.0000.0000.42115.			575.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
005	FREIGHT	1.00 EACH	575.00000	575.00
	Vendor Item Inventory Item/Loc 14009			
	1 1000.30.15.1502.1502.1502.0000.0000.42115.			575.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER			

Bill To	Requisition 00008217-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Released Page 4

Vendor	Ship To
FOTOKITE US LLC 3125 STERLING CIRCLE, STE 107 BOULDER, CO 80301 Tel#407 403 2020	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/26	300205	03/09/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 98006.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42115.	98006.00	1712669.45
GULF COAST TECHNOLOGY CENTER SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	02/18/26	JASON SMITH	Reviewed and Approved
Approved	02/18/26	CURTIS GRAVES	Auto approved by: 910520680
Approved	02/18/26	ROBERT LASKY	Auto approved by: 91055580
Approved	02/18/26	CURTIS GRAVES	NA
Queued	02/18/26	DONALD ROSE	NA
Queued	02/18/26	SANDRA LEWIS	NA
Queued	02/18/26	STEVEN KRONINGER	NA
Queued	02/18/26	SAMANTHA COOLEY	NA
Queued	02/18/26	JAMES NEESE	NA
Queued	02/18/26	PATRICIA KENNEDY-JONES	NA
Queued	02/18/26	REBECCA CRUMPLER	NA
Queued	02/18/26	ANNE FOLEY	NA
Queued	02/18/26	JOHN PAINE	NA
Queued	02/18/26	ANNE FOLEY	NA

Bill To	Requisition 00008217-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
FOTOKITE US LLC	GULF COAST TECHNOLOGY CENTER
3125 STERLING CIRCLE, STE 107	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
BOULDER, CO 80301	REBECCA.TURK@CITYOFMOBILE.ORG
Tel#407 403 2020	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/26	300205	03/09/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Long Lewis Ford of the Shoals for one 2026 Ford Expedition XL SUV for Motor Pool.

Amount of Contract:
$58,898.50

Funding Source
General fund

ATTACHMENTS:
1. 20260219 Long Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 February 2026 (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 Long Lewis Ford of the Shoals, Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Long Lewis Ford of the Shoals for one 2026 Ford Expedition XL SUV for Motor Pool.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $58,898.50

FUNDING SOURCE:

Budget Item: See Requisitions 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: AL State contract

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

How many bidders submitted bids (if applicable): _____

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

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, a 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
8100	2026	(2050) FLEET MAANGEMENT-GARAGE	ONE 2026 FORD EXPEDITION XL SUV FOR MOTOR POOL (AL STATE CONTRACT)	$58,898.50	(290649) LONG LEWIS FORD OF THE SHOALS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008100-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MUNICIPAL GARAGE ATTN: SEAN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.GOV
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/12/26	290649				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 FORD EXPEDITION XL 4x2 AS FOLLOWS: INCLUDES STANDARD: 3.5 ECOBOOST V6, 3.73 AXLE RATIO, ABS DISC BRAKES, 10-SPEED AUTOMATIC TRANSMISSION W/SELECTSHIFT CAP, 4-WHEEL INDEPENDANT SUSPENSION, ELECTRIC POWER STEERING, HEAVY DUTY TRAILER TOW, 226MM ENGINE RADIATOR, INTEGRATED TRAILER BRAKE CONTROLLER, TWO-SPEED AUTOMATIC 4WD (4x4 ONLY) WITH NEUTRAL TOWING CAPABILITY (INCLUDED IN 102A (SSV)) TRAILER SWAY CONTROL, BELTLINE MOLDING (POLISHED STAINLESS STEEL), BUMPERS (FRONT BODY COLOR PAINTED UPPER/REAR LOWER MOLDED IN COLOR, CONFIGURABLE DAYTIME RUNNING LAMPS, DOOR HANDLES (BODY COLOR), SINGLE EXHAUST, GRILLE (CARBON BLACK MOLDED IN COLOR SURROUND W/EBONY PAINTED BARS), LIFTGATE FLOOD LIGHT, FORD SPLIT GATE (POWER UPPER & LOWER), PRIVACY GLASS (SECOND, THIRD, AND LIFTGATE), ROOF-RACK SIDE RAILS (BLACK), RUNNING BOARDS;PLATFORM (BLACK), SKID PLATES, 18"SPARE, 18"x8.5" DARK ALLOY PAINTED ALUMINUM, CLIMATE CONTROL, CARGO BIN,	1.00 EACH	58160.50000	58160.50

Bill To	Requisition 00008100-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MUNICIPAL GARAGE ATTN: SEAN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.GOV
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/12/26	290649				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	BEVERAGE HOLDERS (FRONT 6, SECOND ROW 6, THIRD ROW 3), FLOOR COVERING (VINYL), POWERPOINTS (12V); FRONT ROW 1 IN CENTER STACK AND IN FRONT CENTER CONSOLE, SECOND ROW 1 IN REAR SECTION OF CONSOLE, REAR CARGO AREA 1, POWER DOOR LOCKS/WINDOWS, SAFETY CANOPY AIRBAGS, 8 PASSENGER SEATING WILL REQUIRE MAX LENGTH-SEATING FOR 5 ON REGULAR LENGTH; DARK CLOTH SEATS UPGRADE TO 2026 EXPEDITION ACTIVE PACKAGE U1H 4x2/U1J; K1H/K1J 200A; INCLUDE 1ST & 2ND ROW FLOOR LINER/NO CARPET; THIRD ROW ROW 60/40 POWERFOLD SEAT (INCLUDED); SECOND ROW 40/20/40 FOLD FLAT (INCLUDED); OXFORD WHITE IN COLOR 2025 EXPEDITIONACTIVE U1H 4X2 200A DARK GRAY CLOTH SEATS. AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003123-5 AND YOUR QUOTE			
	Additional Description Notes			

	2026 FORD EXPEDITION XL 4x2 AS FOLLOWS:			
	INCLUDES STANDARD: 3.5 ECOBOOST V6, 3.73 AXLE RATIO, ABS DISC BRAKES, 10-SPEED AUTOMATIC TRANSMISSION W/SELECTSHIFT CAP, 4-WHEEL INDEPENDANT SUSPENSION, ELECTRIC POWER STEERING, HEAVY DUTY TRAILER TOW, 226MM ENGINE RADIATOR, INTEGRATED TRAILER BRAKE CONTROLLER, TWO-SPEED AUTOMATIC 4WD (4x4			

Bill To	Requisition 00008100-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 3

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MUNICIPAL GARAGE ATTN: SEAN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.GOV
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/12/26	290649				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	ONLY) WITH NEUTRAL TOWING CAPABILITY (INCLUDED IN 102A (SSV)) TRAILER SWAY CONTROL, BELTLINE MOLDING (POLISHED STAINLESS STEEL), BUMPERS (FRONT BODY COLOR PAINTED UPPER/REAR LOWER MOLDED IN COLOR, CONFIGURABLE DAYTIME RUNNING LAMPS, DOOR HANDLES (BODY COLOR), SINGLE EXHAUST, GRILLE (CARBON BLACK MOLDED IN COLOR SURROUND W/EBONY PAINTED BARS), LIFTGATE FLOOD LIGHT, FORD SPLIT GATE (POWER UPPER & LOWER), PRIVACY GLASS (SECOND, THIRD, AND LIFTGATE), ROOF-RACK SIDE RAILS (BLACK), RUNNING BOARDS;PLATFORM (BLACK), SKID PLATES, 18"SPARE, 18"x8.5" DARK ALLOY PAINTED ALUMINUM, CLIMATE CONTROL, CARGO BIN, BEVERAGE HOLDERS (FRONT 6, SECOND ROW 6, THIRD ROW 3), FLOOR COVERING (VINYL), POWERPOINTS (12V); FRONT ROW 1 IN CENTER STACK AND IN FRONT CENTER CONSOLE, SECOND ROW 1 IN REAR SECTION OF CONSOLE, REAR CARGO AREA 1, POWER DOOR LOCKS/WINDOWS, SAFETY CANOPY AIRBAGS, 8 PASSENGER SEATING WILL REQUIRE MAX LENGTH-SEATING FOR 5 ON REGULAR LENGTH; DARK CLOTH SEATS			
	UPGRADE TO 2026 EXPEDITION ACTIVE PACKAGE U1H 4x2/U1J; K1H/K1J 200A; INCLUDE 1ST & 2ND ROW FLOOR LINER/NO CARPET; THIRD ROW ROW 60/40 POWERFOLD SEAT (INCLUDED); SECOND ROW 40/20/40 FOLD FLAT (INCLUDED); OXFORD WHITE IN COLOR			
	AS REQUESTED BY MOTOR POOL			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			58160.50
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN			

Bill To	Requisition 00008100-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 4

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MUNICIPAL GARAGE ATTN: SEAN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.GOV
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/12/26	290649				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	369.00 EACH	2.00000	738.00
	Additional Description Notes --- 369 MILES X 2.00 PER MILE Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2050.2070.0000.0000.45040.			738.00
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 58898.50

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

Account	Amount	Remaining Budget

Bill To	Requisition 00008100-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 5

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MUNICIPAL GARAGE ATTN: SEAN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.GOV
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/12/26	290649				FLEET MANAGEMENT-GARAGE

Account		Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45040.		738.00	4015655.68
	FLEET MANAGEMENT EXP FLEET VEHICLES		
1000.40.20.2070.2070.2070.0000.0000.45040.		58160.50	3076473.69
	PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	02/13/26	MATTHEW ANDERSON	Auto approved by: 910518787
Approved	02/13/26	SHONNDA SMITH	Auto approved by: 910518787
Approved	02/13/26	CHERI BOUCHER	
Approved	02/13/26	MATTHEW ANDERSON	Auto approved by: 910518787
Approved	02/13/26	SHONNDA SMITH	Auto approved by: 910518787
Approved	02/13/26	CHERI BOUCHER	
Approved	02/19/26	DONALD ROSE	Auto approved by: 9105paij
Approved	02/19/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/19/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	02/19/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	02/19/26	JAMES NEESE	Auto approved by: 9105paij
Approved	02/19/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	02/19/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	02/19/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	02/19/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Long Lewis Shoals

Type
Master Agreement

Supplier
Long-Lewis Of The Shoals Inc

Contract Code
MA220000003123

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/14/2022

End Date
6/14/2026

Documents

- Master_Agreement_V1.pdf
- 2023 Order Bank Opening Updates.pdf
- Master_Agreement_V1 (7).pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ford 2023 Order Bank Opening Updates.pdf
- MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf

Items

Item Name	Product Code		UOM
Ford Escape	220000003123-1	31,289.50	Each
Ford Bronco Sport	220000003123-2	38,050.50	Each

Item Name	Product Code		UOM
Ford Edge	220000003123-4	34,658.50	Each
Ford Expedition	220000003123-5	56,125.50	Each
Ford Transit Passenger 15 Van	220000003123-9	54,880.50	Each
Ford Transit Cargo Van	220000003123-11	44,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

C#5691

AGENDA ITEM SUMMARY SHEET

Agenda of: February 24, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Cory Penn, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Improve the life of the pool by replacing the plaster and tiles, replacing any mechanical equipment if needed, and adding seating and shade for pool users.

Amount of Contract:
$365,875.00

Funding Source
PR-003-26

ATTACHMENTS:
1. Resolution
2. CP Pkg

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

2026

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Council Member Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized and directed o 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:	Alabama Poolworks LLC
Project Name:	CIP Figures Park – Pool Repair & IMP
Project Number:	PR-003-26
Amount:	$365,875.00

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Figures Park & Community Center -Pool Repairs & Improvement

CAPITAL PROJECT # F526-002 **DATE OF RECEIPT**_____

DEPT. PROJECT # PR-003-26

PROJECT DESCRIPTION Replastering the pool, mechanical repairs & shade improvements.

CONTRACT AMOUNT $ 365,875.00

VENDOR NAME Alabama Poolworks LLC

VENDOR NUMBER 290766

DEPT # 3030 **DEPT NAME** Real Estate Asset Management

CONTRACT ADMINISTRATOR Carleen Stout-Clark (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y** 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: Stacey Howard Stacey Howard (Feb 4, 2026 14:46:43 CST) **Date** 2/4/2026

Revised 5/16/2022 Tiffany Hollins

STANDARD SERVICES 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:	**Alabama Poolworks LLC** **c/o Danielle Gimbel** **22347 Miflin Road** **Foley, AL 36535** **City Business License No.: 290766**
For the following Project:	**FIGURES PARK & COMMUNITY CENTER- Swimming Pool Repairs and Improvements** **658 Donald St,** **Mobile, AL 36617** **Project Number: PR-003-26**
Project Manager:	**Architectural Engineering Department** **P O Box 1827** **Mobile, Alabama 36633**

MASTER A101 AGREEMENT
STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and **ALABAMA POOLWORKS, LLC**, hereinafter referred to as "Contractor."

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 **a request for bids** on December 30; 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 SWIMING POOL REPAIR AND 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 three hundred sixty-five thousand eight hundred seventy-five and 00/100 dollars ($365,875), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$343,375
Contingency Allowance:	$10,000.00
Third-Party Inspection Allowance:	$2,500.00
Plumbing Allowance:	$5,000.00
Electrical Allowance:	$5,000.00
Total Bid:	$365,875
Alternate: (if none available put N/A)	$NA
Total Contract Sum:	$365,875

B. Alternates (if any included in the contract sum) N/A

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 $365,875 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 Director of Real Estate Asset Management, Carleen Stout, or successor.

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 Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, 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 Project Manager t 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager 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 Small Business 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 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 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.)

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 t ALABAMA POOLWORKS,LLC has completed the contract for FIGURES PARK & COMMUNITY CENTER- Swimming Pool Repairs and Improvements located at 658 Donald St, Mobile, AL 36617,

Project, PR-003-26. 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 Director of Real Estate Asset Management 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 City's 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 City and or 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 above and on any additional exhibits, 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 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 prior to or on May 1, 2026 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 Services 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. Other Exhibits:

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE

EXHIBIT E: E-VERIFY DOCUMENTS

D. 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	AIA Document A101
f. Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 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
Form and City of Mobile Vendor Information Form

g. Section 00700 General Conditions of the Contract for Construction-Document A201

Pages 221-261 of bid package included as built drawings for various swimming pools included in bid package- those documents have been excluded from contract as they were provided for historical information and do not include specifications for current construction.

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 Substantial Completion is delayed beyond the required date of Substantial Completion shall be $250 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.

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 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.

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.

G. The Contractor is solely responsible for its compliance with the ADA and must defend and hold the City harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor. The Contractor's responsibilities related to ADA compliance include all ADA requirements in Summary of the Work, scope of work, and other included contract documents.

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 Carleen Stout, Director of Real Estate Asset Management.

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, REAM
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Alabama Poolworks LLC
c/o Danielle Gimbel
Contractor's Authorized Agent
22347 Miflin Rd
Foley, AL 36535

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. Joint Preparation/Review 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.

[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

By: _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR

By: _____

Danielle ~~Gimble~~ Gimbel D.J., as Member(owner) Alabama Poolworks LLC

Date: 1/29/26

State of Alabama }
County of Baldwin }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Danielle Gimble whose name as Member (owner) of the Alabama Poolworks 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 29th day of January, 2026

_____
Notary Public
Print Kathie Johnson
My commission expires: 5/1/29

(Seal)

KATHIE JOHNSON
My Commission Expires
May 1, 2029

CITY OF MOBILE

By:_ _____
Spiro N. Cheriogotis, 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]

MOBILE
ALABAMA

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
PROJECT NAME: Figures Parks & Community Center – Swimming Pool Repairs and Improvements
PROJECT NUMBER: PR-003-26

Exhibit A: Scope of Work

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary for improvements at Figures Parks & Community Center, located at 658 Donald St, Mobile, AL 36617.

Work includes, but is not limited to, the following:

- Lap Pool: An L-shaped swimming pool, featuring lap lanes on one leg of the pool and a deeper section off to the side of the lanes.
    - Demolition & Preparation: Contractor shall remove and replace deteriorated coping, tiles, plaster, and fittings; prepare surfaces to a sound substrate.
    - Coping & Deck Safety: Contractor shall replace coping and repair deck trip hazards.
    - ADA Ramp & Grip Rails: Contractor shall replace grip rails and anchors with passivated stainless steel.
    - Deck Safety Markers: Contractor shall replace/install depth markers and "NO DIVING" signage.
    - Tile Work: Contractor shall install new swim lane tiles per USA Swimming specifications; install high-contrast, slip resistant step tiles.
    - Skimmers and Main Drain: Contractor shall install skimmers and main drain.
    - VGB Compliance: Contractor shall install VGB-compliant drain covers; conduct sump test and document results.
    - Jets & Returns: Contractor shall replace jets, returns, and skimmer covers certified fittings.
    - Plastering: Contractor shall replaster pool.
    - Pump Room Equipment Upgrades: Contractor shall remove old sand filter and replace with new sand filter to include manifold, manifold supports, panel differential gauge, and auto air relief; remove old pool pump and install pool pump and replace the auto fill.
- Kiddie Pool: A wading pool designed for young children, featuring gradual slope entry with an ADA-compliant ramp for accessible access.
    - Preparation: Pool cavities shall be demolished and backfilled per City of Mobile permit requirements. Demolish all coping and other components 6 inches below slab elevation. All plumbing shall be removed or capped. Pool cavity shall be filled gravel aggregate and compacted within the finished elevation.
    - Concrete Placement: Provide 3,000 psi compressive strength concrete and pour flush with adjacent elevations.

- Wade Pool: A shallow wading pool with an ADA ramp, with gentle slopes and interactive water features.
    - Demolition & Preparation: Contractor shall remove deteriorated components; protect adjacent areas.
    - Coping & Deck Safety: Contractor shall replace coping and repair deck trip hazards.
    - ADA Ramp & Grip Rails: Contractor shall ensure ADA compliant entry.
    - □ Deck Safety Markers: Contractor shall replace depth markers and "NO DIVING" signage.
    - Tile Work: Contractor shall replace waterline and step tiles.
    - Skimmers and Main Drain: Contractor shall install skimmers and main drain.
    - VGB Compliance: Contractor shall install VGB-compliant drain covers; conduct sump test and document results.
    - Jets & Returns: Contractor shall replace jets, returns, and skimmer covers; leak stop fittings are required.
    - Plastering: Contractor shall replaster pool per ANSI/APSP-10.
    - Pump Room Equipment Upgrades: Contractor shall remove old sand filter and replace with new sand filter to include manifold, manifold supports, panel differential gauge, and auto air relief; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP); replace the auto fill.

Kidd, Figures, Dotch, Hillsdale Pool Renovation

Days 1–7 | Mobilization & Pre-Construction

- Notice to Proceed
- Submittals approved (tile, coping, plaster, equipment)
- Site setup, fencing, utility locates
- Drain pools, safety prep
- Third-party pool inspection

Days 8-20 | Demolition & Surface Prep

- Remove tile, plaster (both pools)
- Remove skimmers, main drains, fittings
- Diamond grind and prep shell
- Initial shell inspection
- Third-party pool inspection

Days 21-28 | Structural Repairs, Coping & ADA Ramp

- Shell crack and void repairs
- Replace/reset coping
- Regrade and reconstruct ADA ramp (kiddie pool)
- Set rail anchors and embeds
- Third-party pool inspection

Days 29-40 | | Equipment Installation & Electrical

- Remove old filter and pump
- Install new sand filter system
- Install new EQ series pump (7.5 HP)
- Electrical bonding, grounding, and hookups
- Third-party pool inspection

Days 41-50 | Plumbing & Mechanical Rough-In

- Install skimmers and main drains
- Install VGB sumps and covers
- Replace jets and returns
- Pressure testing
- Pump room rough-in
- Third-party pool inspection

Days 51-60| Tile Installation

- Waterline tile (both pools)

- Step tiles and ADA contrast tiles
- Swim lane tile (adult pool)
- Grout and cure
- Third-party pool inspection

Days 61-70 | Bond Coat & Plaster

- Final surface prep
- Apply BondKote
- Plaster kiddie pool & adult pool
- Initial curing procedures
- Third-party pool inspection

Days 71-75 | Deck Safety, Rails & Signage

- Install grip rails and handrails
- Install depth markers
- Install "NO DIVING" signage
- Final coping and deck interface touch-ups
- Third-party pool inspection

Days 76-84| Testing, Inspections & Punch List

- VGB sump testing & documentation
- Third-party pool inspection
- City/Health Dept. inspections
- Punch list corrections

Days 85-90 | Fill, Startup & Demobilization

- Fill pools
- Chemical startup (if included)
- Final walkthrough
- Demobilization and site cleanup

- **Note*- For every rain day we are given two Additional days**

- **Note *- We plan to start all locations at the same time to ensure we can get these pools done before season opens**

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:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Mobilization	$34,337.50	$0.00	$0.00	$0.00	$0.00		$34,337.50	$0.00
2	Demolition Phase completion	$85,843.75	$0.00	$0.00	$0.00	$0.00		$85,843.75	$0.00
3	Structural Underground Phase	$85,843.75	$0.00	$0.00	$0.00	$0.00		$85,843.75	$0.00
4	Finishes Phase	$103,012.50	$0.00	$0.00	$0.00	$0.00		$103,012.50	$0.00
5	Final Completion and Demobilizaion	$34,337.50	$0.00	$0.00	$0.00	$0.00		$34,337.50	$0.00
6	Contingency - General	$10,000.00	$0.00	$0.00	$0.00	$0.00		$10,000.00	$0.00
7	Contingency - 3rd Party Inspect.	$2,500.00	$0.00	$0.00	$0.00	$0.00		$2,500.00	$0.00
8	Contingency - Plumbing	$5,000.00	$0.00	$0.00	$0.00	$0.00		$5,000.00	$0.00
9	Contingency - Electrical	$5,000.00	$0.00	$0.00	$0.00	$0.00		$5,000.00	$0.00
10		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
11		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
	GRAND TOTALS	$365,875.00	$0.00	$0.00	$0.00	$0.00	0.00%	$365,875.00	$0.00

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

Exhibit C

Client#: 7778 ALAPO Exhibit D

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Fetterman
Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124	PHONE (A/C, No, Ext): 334 273-7277 FAX (A/C, No): 334-273-9197 E-MAIL ADDRESS: kfetterman@hdbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wilmington Insurance Co.	999999
INSURER B : Wesco Insurance Company	25011
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alabama Pool Works, LLC
22347 Miflin Rd
Foley, AL 36535-9242

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	CPP02265	04/17/2025	04/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	BAD02266	04/17/2025	04/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	XLD02267	04/17/2025	04/17/2026	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3775150	04/17/2025	04/17/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Equipment Floater			CPP02265	04/17/2025	04/17/2026	$25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: PR-002-23 - Figures Park and Community Center

City of Mobile named as Additional Insured on the General Liability and Automobile Liability policies on a Primary and Non Contributory basis as their interest may appear regarding work performed or services provided by the named insured for referenced project, where required by written contract and subject to the (See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
48 N. Sage Ave
Mobile, AL 36607

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
David J. Dennis

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The ACORD name and logo are registered marks of ACORD
TASK

DESCRIPTIONS (Continued from Page 1)

policy terms, conditions, and exclusions. Waiver of Subrogation applies to the additional insured with respect to General Liability and Auto Liability, where required by written contract and subject to the policy terms, conditions, and exclusions. Umbrella Liability is follow form over General Liability, Auto Liability and Workers Compensation. 30 day Notice of Cancellation is provided per policy terms, conditions, and exclusions.

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
City of Mobile 48 N Sage Ave, Mobile, AL 36607	All locations
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.

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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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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
City of Mobile 48 N Sage Ave, Mobile, AL 36607	All locations
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Bond # OFB7482640

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, **Alabama Poolworks, LLC,** 22347 Miffin Road, Foley, Alabama 36535_ hereinafter called the Principal, and **Old Republic Surety**, 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 **Three Hundred Sixty-Five Thousand Eight Hundred Seventy-Five** and 00/100 dollars ($365,875.00) 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 4th day of February,2026 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-Swimming Pool Repairs and Improvements** 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 4th day of February, 2026.

CONTRACTOR AS PRINCIPAL
Company: ALABAMA POOLWORKS, LLC
(Corporate Seal)

By: ~~Johnny Gimbel~~ _____
(Signature)

Name and Title: Johnny Gimbel President

SURETY
Company:Old Republic S
(Corporate Seal)

By: _____
(Signature)

Name and Title: David Dennis, Attorney-in-Fact_

Resident Agent: _____
(Signature)

Name and Title: David Dennis, Agent
Company Name:Harmon-Dennis-Bradshaw
Address:4131 Carmichael Road, 36106
Phone and Fax: 334-517-1827 (fax) 273-9197

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

Bond # OFB7482640

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,Alabama Poolworks, LLC, 22347 Miffin Road, Foley, Alabama 36535, as Principal, and **Old Repblic Surety**, 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 **Three Hundred Sixty-Five Thousand Eight Hundred Seventy-Five and no dollars ($365,875.00)** 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 4th day of February, 2026 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete **Figures Park & Community Center Swimming Pool Repair and Improvements** 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 **David Dennis, 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 this4th day ofFebruary, 2026

CONTRACTOR AS PRINCIPAL
Company: Alabama Poolworks, LLC
(Corporate Seal)

By: Johnny Gimbel
(Signature)

Name and Title:
Johnny Gimbel President

SURETY
Company:Old Republic Sure
(Corporate Seal)

By: D. J. Dennis
(Signature)

Name and Title:David Dennis, Attorney-In-Fact

Resident Agent: D. J. Dennis
(Signature)

Name and Title:David Dennis, Agent
Company Name:Harmon-Dennis-Bradshaw
Address:4131 Carmichael Road
Montgomery, Alabama 36106
334-517-1827 (FAX) 334-273-9197

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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID J. DENNIS, BARRIE H. HARMON, III, JENNIFER HILL, OF MONTGOMERY, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of JANUARY, 2021.

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of JANUARY, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0181

Signed and sealed at the City of Brookfield, WI this 4th day of February, 2026

Karen J. Haffner
Assistant Secretary

HARMON DENNIS BRADSHAW INC

Exhibit E

E-Verify

Company ID Number: 000-497-659

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 the Alabama Poolworks LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    a. Notice of E-Verify Participation
    b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

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 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 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 (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@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 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.

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 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
    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. 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 employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    a. Scanning and uploading the document, or
    b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

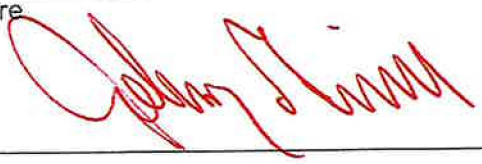
A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each

other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Johnny Gimbel	Owner
Signature	Date 1-29-2026

Department of Homeland Security – Verification Division	
Name (Please Type or Print) Johnny Gimbel	Title Owner
Signature 	Date 1-29-2026

Information Required for E-Verify Information relating to your Company:	
Company Name:	Alabama Poolworks LLC
Company Facility Address:	22347 Miflin Rd. Foley, AL. 36535
Company Alternate Address:	
County or Parish:	Baldwin
Employer Identification Number:	90-0542838
North American Industry Classification Systems Code:	
Parent Company:	
Number of Employees:	
Number of Sites Verified for:	

Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:		
State Alabama	Number of sites 4	Site(s) Dotch Community Center Figures Park Hillsdale Community Center John Kidd

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Johnny Gimbel
Telephone Number:	251.968.4242
Fax Number:	
E-mail Address:	Jrg@alabamapoolworks.com

Name:	Jeffrey Griffin
Telephone Number:	251.654.3065
Fax Number:	
E-mail Address:	Sales@alabamapoolworks.com

BID TABULATION
ARCHITECTUAL ENGINEERING DEPARTMENT

DISTRICT NUMBER: 1
Project Manager: Roger Washington
PROJECT NUMBER: PR-003-26
Consultant:

PROJECT NAME: Figures Park & Community Center – SwimmingPool Repairs and Improvements

BID OPENING DATE: 01/21/2026 TIME: 14:30

LOCATION: Government Plaza Atrium

NUMBER OF ADDENDA: 3

Present:
- ☐ Carleen Stout
- ☐ Archinique Kidd
- ☐ Marilyn Bullard
- ☐ Lisa Lambert
- ☐ Lana Gauthier
- ☒ Tiereney Leverette
- ☐ Consultant
- ☑ Project Manager
- ☑ Emma Dean

Number of Bids Received: /

Bidders	Bid Guaranty/Security	Addenda Acknowledged	SC & MS Plan	Base Bid	Contingency	Plumbing Allowance	Electrical Allowance	Third-Party Pool Inspection Allowance	Total Bid	Remarks
Alabam a Pool Works	Y	N	Y		$10,000.00	$5,000.00	$5,000.00	$2,500.00	365,875	ALD
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		
					$10,000.00	$5,000.00	$5,000.00	$2,500.00		

SECTION 00400
BID FORM

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

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

REF:

PROJECT NAME:	**Figures Park & Community Center – Swimming Pool Repairs and Improvements**
PROJECT LOCATION:	**658 Donald St, Mobile, Al 36617**
PROJECT NUMBER:	**PR-005-26**

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated Jan 19, 2026, 2026 (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: Alabama Poolworks

ADDRESS: 22347 Mifliw **PHONE** 251-968-4242

ALABAMA GENERAL CONTRACTOR LICENSE NO. 53779.

CITY OF MOBILE BUSINESS LICENSE NO. 97247

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 000-497-659

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. WTH-R00621915

(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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$	343,375 .00
Contingency Allowance:	+	$	10,000.00
Plumbing Allowance:	+	$	5,000.00
Electrical Allowance:	+	$	5,000.00
Third-Party Pool Inspection Allowance:	+	$	2,500.00
Total Base Bid:		$	365,875 .00

(Fill in here and in Total Bid below)

TOTAL BASE BID: Three hundred sixty five thousand eight hundred seventy five Dollars, ($ 365,875.00)

(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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$ 14.00 SF

Unit Price #2: Provide and install all materials pool shell repairs.

$ 250.00 LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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 t tle 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: Alabama Poolworks
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Johnny Gimbel
(Printed or Typed)

TITLE Owner **DATE** January 20, **2026**
(Printed or Typed)

Sworn to and subscribed before me this 21 day of January 2026

Courtney Newberry
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

Courtney Newberry Commission Expires Notary Public 05/15/2027 State of Alabama at Large

4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

State of Alabama County of Baldwin

The foregoing document was acknowledged before me this

21 day of January, 20 26

by Jimmy Gimbel.

Courtney Newberry

Notary Public

Courtney Newberry
Commission Expires:
Notary Public
05/15/2027
State of Alabama at Large

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:** 1/20/26

Name of Project: Figures Park & Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-003-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$ 17,000
ALTERNATE NO. 1:	$ 600

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder Johnny Gimbel

Mailing Address 27347 Mifflin Foley, AL 36535

***By (Legal Signature)** [signature]

*Name (type or print) Johnny Gimbel (Seal)

*Title Owner

Telephone Number 251 - 968 - 4242

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Alabama Poolworks LLC
Address	22347 Miflin Road Foley, AL 36535
Telephone	251-968-4242
E-Mail	Sales@alabamapoolworks.com

RFP/RFQ Solicitation Number	
Project Description	Various Swimming pools repairs and improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ✓ Female ✓ Minority ✓ Non-minority _____ SDVO _____ Total number of Employees 21

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Johnny Gimbel

Signature: _____ Date: 1/20/2026

Title: Owner

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Alabama Poolworks LLC Your Bid/Proposal Amount $ 365,875 Date: 1/20/2026

Description _____ Name of Bidder/Proposer: Johnny Gimbel

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
Pensacola Pool Finish		Tile / Plaster	$200,000	15		
Universal Pool + Plaster		Tile/ Plaster	$200,000	15		

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Johnny Gimbel

Contact Person: Jeffrey Griffin Phone: 251-654-3045 Email: sales@alabamapoolworks.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.

✓		**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. _____

_____

_____

City of Mobile
Office of Small Business Development

REQUEST FOR WAIVER/REDUCTION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other PR-003-26 Current Date 02 /04/26

Project Description: Figures Park & Community Center - Pool Repairs and Improvements

Total Estimated Value of the Project: $365,875.00

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

The Contractor shall provide a single trade service and will not be using any sub-contractors.

Requested By (Department Director)

Carleen Stout-Clark
Carleen Stout-Clark (Feb 4, 2026 16:10:56 CST)

(Signature)	(Title)	(Date)
	Dir. of REAM	02/04/2026

Telephone Number **Email Address**

Reviewed By (Office of Small Business Development)

Archnique Kidd
Archnique Kidd (Feb 4, 2026 16:11:51 CST)

(Signature)	(Title)	(Date)
	Small Business Development Mgr	02/04/2026

Approved **Denied**

Alabama Poolworks LLC

Entity ID Number	000-497-659
Entity Type	Domestic Limited Liability Company
Principal Address	22347 MIFLIN ROAD FOLEY, AL 36535
Principal Mailing Address	22347 MIFLIN ROAD FOLEY, AL 36535
Status	Exists
Place of Formation	Baldwin County
Formation Date	07/23/2007
Registered Agent Name	DANIELLE GIMBEL
Registered Office Street Address	22347 MIFLIN ROAD FOLEY, AL 36535
Registered Office Mailing Address	22347 MIFLIN ROAD FOLEY, AL 36535
Nature of Business	POOL MAINTENANCE/SERVICE
Members	
Member Name	GIMBEL, DANIELLE
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	GIMBEL, JOHNNY
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Transactions	
Transaction Date	07/26/2023
Principal Office Changed From	FAIRHOPE, AL
Transaction Date	07/26/2023
Registered Agent Changed From	GIMBEL, JOHNNY 10138 BAY HAVEN DR FAIRHOPE, AL 36532
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/23/2007 Certificate of Formation 1 pg.
Document Date / Type / Pages	07/26/2023 Restated Articles 3 pgs.

PROJECT MANUAL

FOR

VARIOUS SWIMMING POOLS REPAIRS AND IMPROVEMENTS AT:

JOHN KIDD PARK
800 EAST ST, MOBILE, AL 36610
PR-002-26

FIGURES PARK & COMMUNITY CENTER
658 DONALD ST, MOBILE, AL 36617
PR-003-26

JOSEPH C. DOTCH COMMUNITY CENTER
3100 BANK AVE, MOBILE, AL 36617
PR-005-26

HILLSDALE PARK & COMMUNITY CENTER
558 FELHORN RD E, MOBILE, AL 36608
PR-004-26

December 30, 2025

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: January 14, 2026 **Set Number: _____**

INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders – AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00410 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Master Agreement Between City of Mobile and Contractor
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment – AIA Document G702 and AIA Document 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, W-9 Form, and City of Mobile Vendor Information Form
  - Certificate of Insurance and Endorsements (Sample)
  - E-Verify Documentation (Sample)
- 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 01011 Multiple Contracts and Occupied Areas
- Section 01210 Allowances
- Section 01220 Unit Prices
- 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 01731 Cutting and Patching
- Section 01770 Close out Procedures
- Section 017839 Project Record Documents
- Section 017823 Operation and Maintenance Data

DIVISION 2 SITEWORK **NOT USED**
DIVISION 3 CONCRETE
Section 033100 Site Concrete

DIVISION 4 MASONRY **NOT USED**
DIVISION 5 METALS **NOT USED**

DIVISION 6 WOOD AND PLASTIC **NOT USED**
DIVISION 7 THERMAL AND MOISTURE PROTECTION
Section 079200 Joint Sealants

DIVISION 8 DOORS AND WINDOWS **NOT USED**
DIVISION 9 FINISHES
Section 099113 Exterior Painting
Section 099600 High-Performance Coatings

DIVISION 10 SPECIALTIES
DIVISION 11 EQUIPMENT **NOT USED**
DIVISION 12 FURNISHINGS **NOT USED**
DIVISION 13 SPECIAL CONSTRUCTION
Section 131108 Epoxy Adhesives
Section 131109.07 Pool Surface Preparation
Section 131110.01 Pool Signage

SECTION 00100
INVITATION TO BID

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

PROJECT NAME:	John Kidd Park - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	800 East St, Mobile, Al 36610
PROJECT NUMBER:	PR-002-23
PROJECT NAME:	Figures Park & Community Center - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	658 Donald St, Mobile, Al 36617
PROJECT NUMBER:	PR-003-26
PROJECT NAME:	Joseph C. Dotch Community Center - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	3100 Bank Ave, Mobile, Al 36617
PROJECT NUMBER:	PR-005-26
PROJECT NAME:	Hillsdale Park & Community Center - Swimming Pool Repairs and Improvements
PROJECT LOCATION:	558 Felhorn Rd E, Mobile, Al 36608
PROJECT NUMBER:	PR-004-26

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 14th day of January, 2026. 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 time specified, 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 issued via e-mail to all Pre-Bid Conference attendees.**

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. Bidders must be pre-qualified before submitting a bid (see Section 01400 for requirements).

F. Product Substitutions must be pre-approved before the bid (see Section 01400 for requirements).

G. Subcontractors must be pre-qualified before submitting a bid (see section 01400 for requirements).

3 BID SURETY: Required on Bids $10,000.00 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 mandatory Pre-Bid Conference shall be held on December 30, 2025, **at office of the Architectural Engineering, 5th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602**, at 9:00 AM local time. It is the Contractor's responsibility and it is assumed that the contractor has visited each site prior to submitting a bid for the pool repairs and improvements. A representative of the Bidder is encouraged to be present at the meeting. Bidders are required to participate in the Pre-Bid Conference, visit al of the sites prior to submitting a Bid and include all costs associated with the project in their Bids.

B. Minutes of this conference will be made as an Addendum for the project.

9 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A, 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 of each individual envelope with the words "**SEALED BID FOR 'THE FACILITY NAME' - SWIMMING POOL REPAIRS AND IMPROVEMENTS - PROJECT NUMBER: PROJECT NUMBER".**

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, on each individual envelope, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, JANUARY 14, 2026.**

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 FEDERAL CONDITIONS

A. This project is covered by the Davis Bacon and Related Acts (DBRA). See Section 00800 Federal Conditions.

15 SECRETARY OF STATE

A. The contractor must also provide documentation of being enrolled in the Alabama Secretary of State Business Identity Records within submitted bidding documentation.

END OF SECTION 00100

SECTION 00200

INSTRUCTIONS TO BIDDERS

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

I. BIDDING DOCUMENTS:

A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the 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 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 at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to roger.washington@cityofmobile.org.

C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the 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.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

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

6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside of each individual envelope with the words "**SEALED BID FOR 'THE FACILITY NAME' - SWIMMING POOL REPAIRS AND IMPROVEMENTS - PROJECT NUMBER: PROJECT NUMBER**", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount $50,000 or greater, the State of Alabama General Contractor's License number and classification of

the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of 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 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.
(5). Construction Schedule
(6). Schedule of Values

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

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

15. ALABAMA IMMIGRATION ACT:

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

16. CITY OF MOBILE BUSINESS LICENSE:

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

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

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

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

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

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

18. CITY OF MOBILE BUILDING PERMIT:

A. A City of Mobile Building Permit is required and and shall be obtained from the City of Mobile, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within seventy-nine (79) calendar days from the date or by May 1, 2026 as indicated by the Notice to Proceed. Contract days are defined as 'calendar days', which **include** weekends and holidays.

B. The Pools will be closed, but community center's will remain open throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the Site as approved by the Owner, but typically **Monday through Friday from 7:30 A.M. to 4:30 P.M.** Contractor is directed to coordinate all areas of work and scheduling with the Owner. After hours and weekend work will require prior approval of the Facility Staff and may require hiring of a guard at the contractor's expense.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the 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 recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or less:
Contractor shall provide proof of publication of Notice of Completion one time in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide an electronic or hard copy of advertisement verbiage to the City of Mobile on Contractor letterhead for public posting for one week. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Notice of Completion four successive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

C. 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 '**THE FACILITY NAME' - SWIMMING POOL REPAIRS AND IMPROVEMENTS - PROJECT NUMBER: PROJECT NUMBER**, in Mobile, Alabama. 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 one 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 I the final payment, not as a penalty, but as liquidated damages sustained.

26. **DISQUALIFICATION OF BIDDERS:**

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

a. Collusion: Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders to be disqualified from submitting further bids to the Awarding Authority on future lettings. (See Code of Alabama Section 39-2-6 for possible criminal sanctions).

b. Advance Disclosure: Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require readvertisement and re-bid.

c. Failure to Settle Other Contracts: The Awarding Authority may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills for labor and material on other contracts in force at the time of letting, completion of punch list, warranties and closeout documents

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 NAME: Hillsdale Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 558 Felhorn Rd E, Mobile, Al 36608
PROJECT NUMBER: PR-004-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		**$_____.00**
Contingency Allowance:	**+**	**$ 10,000.00**
Plumbing Allowance:	**+**	**$ 5,000.00**
Electrical Allowance:	**+**	**$ 5,000.00**
Third-Party Pool Inspection Allowance:	**+**	**$ 2,500.00**
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: Pool Lighting Installation at Figures Park & Community Center.

_____Dollars & No Cents $_____ .00

(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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Joseph C. Dotch Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-005-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: Figures Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 658 Donald St, Mobile, Al 36617
PROJECT NUMBER: PR-005-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$	.00
Contingency Allowance:	+	$	10,000.00
Plumbing Allowance:	+	$	5,000.00
Electrical Allowance:	+	$	5,000.00
Third-Party Pool Inspection Allowance:	+	$	2,500.00
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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A

4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Figures Park & Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-003-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____
ALTERNATE NO. 1:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: Hillsdale Park & Community Center – Swimming Pool Repairs and Improvements
PROJECT LOCATION: 558 Felhorn Rd E, Mobile, AL 36608
PROJECT NUMBER: PR-004-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$	.00
Contingency Allowance:	+	$	10,000.00
Plumbing Allowance:	+	$	5,000.00
Electrical Allowance:	+	$	5,000.00
Third-Party Pool Inspection Allowance:	+	$	2,500.00
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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A

4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Hillsdale Park & Community Center - Swimming Pool Repairs and Improvements
Project Number: PR-004-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

SECTION 00400
BID FORM

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

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

REF: PROJECT NAME: John Kidd Park - Swimming Pool Repairs and Improvements
PROJECT LOCATION: 800 East St, Mobile, Al 36610
PROJECT NUMBER: PR-002-23

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 dated December 29, 2025; and all Addendum (a) Number(s) _____, dated _____, 2026 (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 seventy-nine (79) calendar days from the date of the Notice to Proceed or until May 1, 2026.

Base Bid:		$_____.00
Contingency Allowance:	+	$ 10,000.00
Plumbing Allowance:	+	$ 5,000.00
Electrical Allowance:	+	$ 5,000.00
Third-Party Pool Inspection Allowance:	+	$ 2,500.00
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: Pool Lighting Installation at John Kidd Park.

_____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.**

Unit Price #1: Provide and install all materials concrete deck repairs, including preparation and cool decking.

$_____ SF

Unit Price #2: Provide and install all materials pool shell repairs.

$_____ LF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

PLUMBING ALLOWANCE: $5,000.00 lump sum Plumbing Allowance shall be included in the Total Bid for work related to unforeseen plumbing conditions as approved by the Owner.

ELECTRICAL ALLOWANCE: $5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen electrical 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, 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**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: John Kidd Park - Swimming Pool Repairs and Improvements
Project Number: PR-002-23

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____
ALTERNATE NO. 1:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

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.

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____SDVO _____ Total number of Employees ____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____Title: _____

Email: _____Phone: _____

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only

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.

		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. _____

_____

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	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
	[X] COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X	X				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[X] UMBRELLA LIAB [X] OCCUR	X	X				EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ] N / A		X				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

SAMPLE

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

Project Name: Project Numb

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

City of Mobile
P. O. Box 1827
Mobile, Alabama 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

E-Verify

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 Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

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 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.

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

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:

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

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

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form **W-9**
(Rev. December 2011)
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.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign Here | **Signature of U.S. person** ► | **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
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)

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

OWNER: *(name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

CONTRACT INFORMATION:
Contract For:
Date:

ARCHITECT: *(name and address)*

CERTIFICATE INFORMATION:
Certificate Number:
Date:

CONTRACTOR: *(name and address)*

The Work identified below 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 below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Substantial Completion <Project Full Name>

ARCHITECT *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

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, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected:

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
Per the Contract Documents, the Contractor shall be responsible for damages to the Work and providing all Insurance required under the AIA A101-Agreement Between Owner and the Contractor for a Stipulated Sum, Article 8.5.1, unitl Final Payment. The Contractor shall also be responsible for labor and materials as required to provide repairs to the word for one calendar year following the substantial completion date. The Owner shall be responsible for general security and utilities at the facility.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE
City of Mobile Architectural Engineering		Carleen Stout, Deputy Director	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes: (3B9ADA46)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐ ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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).

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:

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User Notes: (1147552344)

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**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:

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User Notes:
(1682535782)

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)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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)

, OWNER,

as set forth in said Surety's bond.

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)

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User Notes:
(1299870031)

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201

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)

Various Swimming Pools
Repairs and Improvements
Mobile, AL

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)

N/A

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.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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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.

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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.

(Paragraphs deleted)

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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.

(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

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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.

§ 3.3.4 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.

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§ 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.

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§ 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

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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 Documentswith 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**

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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.

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§ 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.

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§ 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.

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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.

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§ 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 (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. **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:**

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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.**

§ 7.2.2 Change Orders and Contract Sum Adjustments:

No change in the Work, Contract Sum, or Contract Time shall be valid unless executed by written Change Order or Construction Change Directive issued by the Owner in accordance with the Contract Documents. All Change Orders shall comply with the requirements of the Alabama Public Works Bid Law and applicable Attorney General opinions interpreting the law.

(a) Scope Limitation: Change Orders shall be limited to work that is incidental, closely related to, or necessary for the proper completion of the original scope of work. No Change Order shall materially alter the nature of the Project or substitute an entirely new undertaking for the original Contract.

(b) Compliance with Competitive Bidding: Change Orders shall not be used to circumvent the competitive bidding requirements of Alabama law. Any modification that is so substantial as to constitute a new or different undertaking must be procured by separate bid in accordance with Ala. Code § 39-2-2.

(c) Written Authorization Required: The Contractor shall not perform any work that will result in additional compensation or time without prior written approval from the Owner through a duly executed Change Order. Any work performed without such approval shall be at the Contractor's sole risk and expense.

(d) Supporting Documentation: All requests for a Change Order must include detailed cost breakdowns, schedule impacts, and any supporting documentation as required by the Owner.

(e) City Appropriation Contingency: All Change Orders are subject to available appropriations and shall not be effective unless sufficient funds are appropriated for the increase in the Contract Sum.

§ 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

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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 that (30) days after the time specified for the Substantial Completition 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 sustatined.

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

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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.

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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

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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.

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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 .

§ 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.

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§ 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.

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§ 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 entitles 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.

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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.

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(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.

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§ 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

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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.**

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§ 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.

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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 **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.

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§ 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)

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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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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.~~

PAGE 13

§ 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

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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.
PAGE 16

§ 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~~ Documentswith 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.**
PAGE 21

§ 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~~

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~~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.~~

PAGE 22

§ 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.**

PAGE 23

.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;**

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.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 Completition 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 sustatined.

PAGE 26

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)**.

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§ 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).**
PAGE 28

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.
PAGE 29

§ 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 entitles 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**

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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.~~

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~~§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.

...

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§ 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~~

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~~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~~

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~~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.~~

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_____

(Signed)

_____

(Title)

_____

(Dated)

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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: Electricity, 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:

- Contractor shall perform hydrostatic testing of main drains, skimmers, returns, and overflows; pressure test all plumbing lines (suction, return, backwash, feature lines); document pressure loss in PSI with clear pass/fail criteria; video record or photograph test setups for third-party review. All leak repairs shall be completed on a change order basis.
- The Contractor shall perform comprehensive maintenance and upgrades for all pool systems, with specific requirements for large adult pools. The Contractor shall conduct drain sump verification for all drains to ensure

compliance with the Virginia Graeme Baker Pool and Spa Safety Act (VGB) and provide complete VGB documentation, including manufacturer cut sheets, flow calculations, and installation verification. The Contractor shall supply batch numbers, installation dates, and warranty certificates for plaster, grout, thin-set, and bond coat materials. For all pools, the Contractor shall replace sand in filters. For large adult pools, the Contractor shall replace existing pumps with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and replace filters with new units compatible pumps, ensuring optimal flow turnover rates (typically 6 hours or less) and filtration rates (e.g., 15-20 gpm/sq ft for sand filters) for energy efficiency. For all other pools, the Contractor shall ensure existing pumps and filters are operational, replacing them only as needed with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and compatible filters to achieve compliant turnover and filtration rates. The Contractor shall install flow meters at locations required by the International Swimming Pool and Spa Safety Code (ISPSC). The Contractor shall verify all pool valves are correct and functional, replacing them as needed, and ensure adequate lighting and ventilation in pump rooms to meet applicable code requirements. The Contractor shall remove unused controls and Vacuum Release Systems (VRS) equipment. The Contractor shall label all electrical panels, starters, and switches with clear identification, as well as label all plumbing and valves with identification and flow direction. Finally, the Contractor shall install required signage and safety equipment per City, County, and State requirements.

- Contractor shall engage an independent, qualified third-party inspection firm approved by the City of Mobile. The inspection firm shall have demonstrated experience in commercial pool rehabilitation projects, be familiar with ISPSC and ANSI/APSP standards, and be independent from the Contractor's operational control. Contractor shall coordinate third-party inspections at the following required milestones and provide pass/fail reports to the Owner.
    - Leak Detection Observation: Contractor shall ensure the inspection firm verifies all initial leak detection testing conducted per the scope of work, documents pass/fail results for each pool, noting location and probable cause of leaks; and prepares photographic and written documentation for the inspection report. All noted deficiencies by the inspector and contractor shall be documented.
    - Pre-Demolition Inspection: Contractor shall ensure the inspection firm conducts a baseline condition survey, including photo documentation of pool shells, decks, coping, equipment, and associated systems. All noted deficiencies by the inspector and contractor shall be documented.
    - Pre-Plaster Inspection: Contractor shall ensure the inspection firm verifies surface profile preparation meets manufacturer recommendations; confirms application of bond coats per manufacturer specifications, including batch number documentation; inspect all tile work and step markings are in place

prior to plastering.
- Sump Test Verification: Contractor shall notify the inspection firm of completion with the Virginia Graeme Baker Pool & Spa Safety Act (VGB) for all main drains and sumps; documents sump depth, pipe diameter, cover installation, and flow characteristics to ensure compliance.
- Final Completion Inspection: The Contractor shall be responsible for performing a full operational systems test, including but not limited to water balance, circulation performance, and all safety systems; and for ensuring that all required signage, safety equipment, labeling, and compliance postings are properly installed. The inspection firm shall observe and verify that these systems, equipment, and postings are in place and function in accordance with applicable codes and project requirements.

- **John Kidd Park**
  - **Kiddie Pool:** A wading pool, featuring gradual slope entry with an ADA-compliant ramp for accessible access.
    - **Demolition & Preparation:** Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare surfaces to a sound substrate using diamond grinding tools.
    - **Coping & Deck Safety:** Contractor shall replace all coping posing trip hazards to meet compliance with ADA Sections 303.2 and 303.3, using bullnose coping (COF ≥ 0.6 wet).
    - **ADA Ramp & Grip Rails:** Contractor shall regrade ADA ramp to a maximum 1:12 slope, minimum 36" width, and cross-slope not exceeding 1:48; install ADA-compliant stainless steel handrails (Type 304/316). Contractor shall install grip rails meeting ADA height and clearance requirements (Type 304/316, 1.25–2 inch diameter, mounted 33–38 inches above deck).
    - **Deck Safety Markers:** Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC).
    - **Tile Work:** Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet).
    - **Skimmers and Main Drain:** Contractor shall install skimmers and main drain to improve deck water management.
    - **VGB Compliance:** Contractor shall install VGB-certified drain covers; conduct sump test and document results.
    - **Jets & Returns:** Contractor shall replace jets and returns with NSF/ANSI 50-certified fittings; leak stop fittings are required.
    - **Plastering:** Contractor shall repair plaster above the waterline, patching cracks or voids with hydraulic cement

or epoxy fillers; replaster pool with marcite or quartz aggregate finish (3/8–1/2" thickness) per ANSI/APSP-10.

- **Adult Pool:** A rectangular shaped swimming pool equipped with lap lanes, swim lane tile markings.
  - **Demolition & Preparation:** Contractor shall remove and replace deteriorated coping, tiles, plaster, and fittings; prepare surfaces to a sound substrate.
  - **Coping & Deck Safety:** Contractor shall replace coping causing trip hazards; repair cracked coping joints.
  - **ADA Ramp & Grip Rails:** Contractor shall install ADA-compliant grip rails at entry/exit points, ensuring length matches depth per ADA 1009.3; reset/replace all rail anchors; polish/refurbish or replace grip rails.
  - **Deck Safety Markers:** Contractor shall install deck depth markers at all slope changes and depth points; install "NO DIVING" signage.
  - **Tile Work:** Contractor shall install new swim lane tiles per USA Swimming specifications; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet).
  - **Skimmers and Main Drain:** Contractor shall install skimmers and main drain.
  - **VGB Compliance:** Contractor shall install VGB-certified drain covers; provide documentation to City; conduct sump test and document results.
  - **Jets & Returns:** Contractor shall replace jets and returns with NSF/ANSI 50-certified fittings; leak stop fittings are required.
  - **Plastering:** Contractor shall re-plaster pool per ANSI/APSP-10 standards.
  - **Pump Room Equipment Upgrades:** Contractor shall remove old sand filter and replace with new sand filter to include manifolds, manifold supports, gauge differential panel, and auto relief valve; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP).

- **Figures Parks & Community Center**
  - **Lap Pool:** An L-shaped swimming pool, featuring lap lanes on one leg of the pool and a deeper section off to the side of the lanes.
    - **Demolition & Preparation:** Contractor shall remove and replace deteriorated coping, tiles, plaster, and fittings; prepare surfaces to a sound substrate.
    - **Coping & Deck Safety:** Contractor shall replace coping and repair deck trip hazards.
    - **ADA Ramp & Grip Rails:** Contractor shall replace grip rails and anchors with passivated stainless steel.
    - **Deck Safety Markers:** Contractor shall replace/install depth markers and "NO DIVING" signage.

- **Tile Work:** Contractor shall install new swim lane tiles per USA Swimming specifications; install high-contrast, slip-resistant step tiles (COF ≥ 0.8 wet).
- **Skimmers and Main Drain:** Contractor shall install skimmers and main drain.
- **VGB Compliance:** Contractor shall install VGB-compliant drain covers; conduct sump test and document results.
- **Jets & Returns:** Contractor shall replace jets, returns, and skimmer covers with NSF/ANSI 50-certified fittings; leak stop fittings are required.
- **Plastering:** Contractor shall replaster pool per ANSI/APSP-10 standards.
- **Pump Room Equipment Upgrades:** Contractor shall remove old sand filter and replace with new sand filter to include manifold, manifold supports, panel differential gauge, and auto air relief; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP); replace the auto fill.

- **Kiddie Pool**: A wading pool designed for young children, featuring gradual slope entry with an ADA-compliant ramp for accessible access.
  - **Preparation:** Pool cavities shall be demolished and backfilled per City of Mobile permit requirements. Demolish all coping and other components 6 inches below slab elevation. All plumbing shall be removed or capped. Pool cavity shall be filled gravel aggregate and compacted within the finished elevation.
  - **Concrete Placement:** Provide 3,000 psi compressive strength concrete in accordance with ACI 301 – Specifications for Structural Concrete. Minimum slab thickness: 6 inches. Place, vibrate, strike-off, and finish the concrete per ACI standards.
  - **Reinforcement:** Install 6x6 W2.9/W2.9 welded wire mesh (WWM) reinforcement throughout the slab area. Wire mesh shall be supported on chairs and positioned at slab mid-depth. Overlap laps by one full mesh square (minimum 6 inches).
  - **Joints:** Tooled control and Expansion joints shall be aligned with existing joints. Tooled control joints within 24 hours of placement. Install expansion joints at all abutting fixed pavements, using approved pre-molded filler. Joints shall be filled with concrete expansion joint grade sealants.
  - **Surface Finish:** Finish shall be similar to adjacent finishes. Edges shall be neatly tooled and aligned. Curing compounds shall be applied immediately after finishing or keep surface continuously moist for 7 days minimum.
  - **Documentation:** Contractor shall provide batch tickets verifying 3,000 psi mix design. Submit before-and-after photographs documenting placement.

- **Wade Pool:** A shallow wading pool with an ADA ramp, with gentle slopes and interactive water features.
  - **Demolition & Preparation:** Contractor shall remove deteriorated components; protect adjacent areas.
  - **Coping & Deck Safety:** Contractor shall replace coping and repair deck trip hazards.
  - **ADA Ramp & Grip Rails:** Contractor shall ensure ADA-compliant entry or install transfer systems/lifts.
  - **Deck Safety Markers:** Contractor shall replace depth markers and "NO DIVING" signage.
  - **Tile Work:** Contractor shall replace waterline and step tiles.
  - **Skimmers and Main Drain:** Contractor shall install skimmers and main drain.
  - **VGB Compliance:** Contractor shall install VGB-compliant drain covers; conduct sump test and document results.
  - **Jets & Returns:** Contractor shall replace jets, returns, and skimmer covers; leak stop fittings are required.
  - **Plastering:** Contractor shall replaster pool per ANSI/APSP-10.
  - **Pump Room Equipment Upgrades:** Contractor shall remove old sand filter and replace with new sand filter to include manifold, manifold supports, panel differential gauge, and auto air relief; remove old pool pump and install new EQ series pool pump (Pentair or approved equal, 7.5 HP); replace the auto fill.

- **Hillsdale Park & Community Center**
  - Adult Pool: A single pool with a zero-entry design with swim lanes on the deep end of the pool, incorporating spray features for recreational use.
    - **Demolition & Preparation:** Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare surfaces to a sound substrate using diamond grinding tools; protect spray feature mechanisms.
    - **Coping & Deck Safety:** Contractor shall re-caulk coping and point mortar at coping to repair joints and prevent water infiltration; re-pour deck sections around the pool deck as needed; repair trip hazards.
    - **ADA Ramp & Grip Rails:** Contractor shall regrade zero-entry ramp; install ADA-compliant handrails. Contractor shall install supplementary grip rails.
    - **Deck Safety Markers:** Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC); install "NO DIVING" signage.
    - **Pump and Filtration System Upgrade:** Disconnect inground sand filter, including removal of old sand and associated piping. Install new commercial-grade sand filter

to include manifolds, manifold supports, auto air relief valve, and panel gauge differential, sized per pool design flow requirements. Remove old pool pump and install new EQ series pump (Pentair or approved equal, 7.5 HP). Remove old feature pump and automation system; install new feature pump to include manual valves. New manual valves to be installed above pit level to include new EQ series (Pentair or approved equal, 7.5 HP). Install auto fill system to maintain proper water levels. Reconfigure suction and return manifolds to accommodate the upgraded system. Modify CMU block wall adjacent to the storage room area only as necessary for pipe penetrations, anchoring, or system integration. Both existing pits shall be covered with industrial grating level with the finished floor. Contractor to verify or inspect sump pumps in both pits have flow control and in working order. Commission and balance new filtration system; provide updated operation and maintenance manuals.

- **Tile Work:** Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet); tile all areas of zero-entry ramps out of the water with mosaic tile for enhanced grip and aesthetics, extending into the water a minimum of 2 inches deep to ensure durability and seamless transition.
- **Skimmers and Main Drain:** Contractor shall install skimmers and main drain to improve deck water management.
- **VGB Compliance:** Contractor shall install VGB-certified drain covers; conduct sump test and document results.
- **Spray Features:** Contractor shall inspect and repair/replace spray feature components (nozzles, valves, piping) per NSF/ANSI 50; replace or rework spray pipes.
- **Zero Entry Trench:** Contractor shall install zero-entry trench.
- **Pumps and Filters:** Contractor shall test and inspect pumps and filters; replace or repair as needed.
- **Skimmers:** Contractor shall replace skimmers where deck repairs have been made.
- **Plastering:** Contractor shall replaster pool shell per ANSI/APSP-10 standards.

- **Joseph C. Dotch Community Center**
  - Adult Pool: A single pool with a zero-entry design with swim lanes on the deep end of the pool, incorporating spray features for recreational use.
    - **Demolition & Preparation:** Contractor shall remove loose, cracked, or failing coping, tiles, and plaster; prepare

surfaces to a sound substrate using diamond grinding tools; protect spray feature mechanisms.

- **Coping & Deck Safety:** Contractor shall re-caulk coping and point mortar at coping to repair joints and prevent water infiltration; re-pour deck sections around the pool deck as needed; repair trip hazards.
- **ADA Ramp & Grip Rails:** Contractor shall regrade zero-entry ramp; install ADA-compliant handrails. Contractor shall install supplementary grip rails.
- **Deck Safety Markers:** Contractor shall replace/install slip-resistant deck depth markers (4" high numerals, color contrast per ISPSC); install "NO DIVING" signage.
- **Pump and Filtration System Upgrade:** Disconnect inground sand filter, including removal of old sand and associated piping. Install new commercial-grade sand filter to include manifolds, manifold supports, auto air relief valve, and panel gauge differential, sized per pool design flow requirements. Remove old pool pump and install new EQ series pump (Pentair or approved equal, 7.5 HP). Remove old feature pump and automation system; install new feature pump to include manual valves. New manual valves to be installed above pit level to include new EQ series (Pentair or approved equal, 7.5 HP). Install auto fill system to maintain proper water levels. Reconfigure suction and return manifolds to accommodate the upgraded system. Modify CMU block wall adjacent to the storage room area only as necessary for pipe penetrations, anchoring, or system integration. Both existing pits shall be covered with industrial grating level with the finished floor. Contractor to verify or inspect sump pumps in both pits have flow control and in working order. Commission and balance new filtration system; provide updated operation and maintenance manuals.
- **Tile Work:** Contractor shall replace waterline tiles with frost-proof, vitreous ceramic tiles; replace step tiles with high-contrast, slip-resistant tiles (COF ≥ 0.8 wet); tile all areas of zero-entry ramps out of the water with mosaic tile for enhanced grip and aesthetics, extending into the water a minimum of 2 inches deep to ensure durability and seamless transition.
- **Skimmers and Main Drain:** Contractor shall install skimmers and main drain to improve deck water management.
- **VGB Compliance:** Contractor shall install VGB-certified drain covers; conduct sump test and document results.
- **Spray Features:** Contractor shall inspect and repair/replace spray feature components (nozzles, valves, piping) per NSF/ANSI 50; replace or rework spray pipes.

- **Zero Entry Trench:** Contractor shall install zero-entry trench.
- **Pumps and Filters:** Contractor shall test and inspect pumps and filters; replace or repair as needed.
- **Skimmers:** Contractor shall replace skimmers where deck repairs have been made.
- **Plastering:** Contractor shall replaster pool shell per ANSI/APSP-10 standards.

- Contractor shall perform hydrostatic testing of main drains, skimmers, returns, and overflows; pressure test all plumbing lines (suction, return, backwash, feature lines); document pressure loss in PSI with clear pass/fail criteria; video record or photograph test setups for third-party review. All leak repairs shall be completed on a change order basis.
- The Contractor shall perform comprehensive maintenance and upgrades for all pool systems, with specific requirements for large adult pools. The Contractor shall conduct drain sump verification for all drains to ensure compliance with the Virginia Graeme Baker Pool and Spa Safety Act (VGB) and provide complete VGB documentation, including manufacturer cut sheets, flow calculations, and installation verification. The Contractor shall supply batch numbers, installation dates, and warranty certificates for plaster, grout, thin-set, and bond coat materials. For all pools, the Contractor shall replace sand in filters. For large adult pools, the Contractor shall replace existing pumps with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and replace filters with new units compatible pumps, ensuring optimal flow turnover rates (typically 6 hours or less) and filtration rates (e.g., 15-20 gpm/sq ft for sand filters) for energy efficiency. For all other pools, the Contractor shall ensure existing pumps and filters are operational, replacing them only as needed with EQ series pumps (Pentair 7.5 HP) or similar upon approval prior to bidding, and compatible filters to achieve compliant turnover and filtration rates. The Contractor shall install flow meters at locations required by the International Swimming Pool and Spa Safety Code (ISPSC). The Contractor shall verify all pool valves are correct and functional, replacing them as needed, and ensure adequate lighting and ventilation in pump rooms to meet applicable code requirements. The Contractor shall remove unused controls and Vacuum Release Systems (VRS) equipment. The Contractor shall label all electrical panels, starters, and switches with clear identification, as well as label all plumbing and valves with identification and flow direction. Finally, the Contractor shall install required signage and safety equipment per City, County, and State requirements.

B. Contract Description: Stipulated sum.

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 with the sign construction contract.

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.

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.

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 with signed construction contract 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 four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. 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.

F. See Contractor Pre-Qualification Specification

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 may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

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. Construction fencing and signage shall be required by the contractor to provide and install.

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 by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

E. 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 one paper copy and 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 one year 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 1GENERAL

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 ten thousand and xx/100 Dollars ($10,000.00).
B. Include as a Third-Party Inspection Allowance the lump sum amount of two thousand five hundred and xx/100 Dollars ($2,500.00).
C. Include as a Plumbing Allowance the lump sum amount of two thousand five hundred and xx/100 Dollars ($5,000.00).
D. Include as an Electrical Allowance the lump sum amount of two thousand five hundred and xx/100 Dollars ($5,000.00).

END OF SECTION

SECTION 01220
UNIT PRICES

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. Measurement.
   2. Payment.

1.3 UNIT PRICES

A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.

B. Actual quantities and measurements supplied or placed in the Work will determine payment.

C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

A. Concrete Deck Repair, including preparation and cool decking.
   1. Unit of measure: Per Square Foot.
   2. Basis of payment:
      a. Contract Sum to be based on quantities material provided and installed.
      b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

B. Pool Shell Repairs
   1. Unit of measure: Per Linear Foot.
   2. Basis of payment:
      a. Contract Sum to be based on quantities material provided and installed.
      b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

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: Pool Lighting Installation at John Kidd Park and Figures Park & Community Center: Contractor shall install energy-efficient LED pool lighting systems at Adult (Large) Pool compliant with NEC and ISPSC requirements. Lighting shall provide a minimum of 10 foot-candles at the water surface, with fixtures rated for wet environments (IP68 or equivalent) and corrosion-resistant materials suitable for coastal conditions

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 Documents" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner 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. Architect will return RFIs submitted to Architect 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 may be 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. Contractor's construction schedule.
2. Field condition reports.
3. Special reports.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

C. Field Condition Reports: Submit at time of discovery of differing conditions.

D. Special Reports: Submit at time of unusual event.

E. 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 and testing.
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. Preparation: Indicate each significant construction activity separately. Outline significant construction activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. 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 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. Start dates.
6. 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 start dates.
3. Changes finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.

6. 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.

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 Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Submittal Procedure
   2. Shop Drawings
   3. Product Data
   4. 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 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. One PDF copy will be returned to Contractor for printing and distribution.

1.5 PRODUCT DATA

A. Mark copy to identify applicable products, models, options, and other data.

B. Supplement manufacturers' standard data to provide information unique to this Project.

A. Project Manager will return to Contractor for printing and distribution.

1.6 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 01400
PRE-BID QUALIFICATIONS & CONSTRUCTION QUALITY 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 administrative and procedural requirements for general contractor/installer **pre-bid qualifications**.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated.

C. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage. Please refer to Construction Contract and General Conditions for more detail on payment procedures.

D. Contractor's Quality Control Plan

1. Specific quality assurance, control and schedule requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

E. Related Sections:
1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests, inspections, submittals, orders, and installation.
2. Section 09681 Carpet Tile for specific test and inspection requirements.

1.3 PRE-BID QUALIFICATIONS

A. Due to the extremely critical installation schedule, General Contractor and Installer qualifications will be examined prior to the bid. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations of similar size, and similar installation time in occupied buildings. Companies without proven records of success will not be approved for work on this project. Companies who have not with met quality requirements and/or construction schedule during other City of Mobile projects will also not be approved for work on this project.

B. Submittals indicating proven record of success shall include:
   1. Demonstrate a minimum of 5 years of experience in commercial or public pool renovations, including gunite/shell repairs and hydraulic systems.
   2. Statement indicating how the company will staff and manage this project. Indicate after hours' work, additional employees, or any other information that would support the case that the general contractor and installer will be able to comply with requirements within the stated timeframe.
   3. By submitting qualification information, the general contractor and/or installer affirm that they are able to provide the materials needed for this project under the payment terms of the contract.
   4. Submit statement that installer is approved by the manufacturer to install the provided products.
   5. Employ at least one National Swimming Pool Foundation (NSPF), Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) for project oversight.
   6. Provide documentation of at least 3 projects of similar size (over 5,000SF), scope, and timeframe performed for other entities and that support the assertion of successful performance within the last 3 years.
      a. Include project name, year completed, and contact names and numbers for reference.
      b. Indicate size of installation, scope, and installation time of each project listed.

C. **Submit Installer qualifications by 3pm local time Monday, January 5, 2026,** to Roger Washington, Project Manager, at roger.wasington@cityofmobile.gov. **An adendum will be issued by Tuesday, January 6, 2026, listing approved installers.**

1.4 CONTRACTOR'S QUALITY-CONTROL PLAN FOR CONSTRUCTION

A. Quality-Control Plan, General: Submit quality-control plan and schedule within 2 days of Notice to Proceed. Submit in format acceptable to Owner. Identify personnel, procedures, controls, instructions, tests, records, schedule and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities.

B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process.

C. Testing and Inspection: Include in the quality-control plan a comprehensive schedule of Work requiring testing and inspection.

D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in this and other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector, manufacturer's technical representative, and/or factory authorized representative.
13. Recommendations on retesting and re-inspecting.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

D. Preconstruction Testing: See also Section 09681 for more information on tests required below.

1. Contractor responsibilities include the following:

a. Coordinate with third-party inspection firm(s) at all required milestones.

b. Ensure proper documentation for VGB compliance, including manufacturer specifications, installation records, sump tests, and batch numbers for all applicable products.

c. Conduct initial leak detection testing per ISPSC standards for all pools prior to demolition and repair work, documenting all results for City and third-party review.

d. Provide batch numbers and warranty documentation for all plaster, grout, thin-set, and bond coat materials used, including but not limited to filters and pumps.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01400

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. 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 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 products, 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 15 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.

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.

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 and floors 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 Owner 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 facility 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.

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. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

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 01710
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the total value of work to be completed.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in utility services.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.

9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Owner's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Submit list of incomplete items in the following format:
   a. PDF electronic file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

    a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Remove tools, construction equipment, machinery, and surplus material from Project site.
    d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    f. Sweep concrete floors broom clean in unoccupied spaces.
    g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    h. Remove labels that are not permanent.
    i. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    k. Replace disposable air filters and clean permanent filters. Clean exposed surfaces of diffusers, registers, and grills.
    l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
    m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
    n. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

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 or conduit 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 01731

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 copies of each manual in final form at least 15 days before final inspection. Owner will return copy with comments within 10 days after final inspection.

   1. Correct or modify each manual to comply with Owner's comments. Submit copies of each corrected manual within 10 days of receipt of Owner's comments.

   2. Provide PDF copies. 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 Owner 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 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 them 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.

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 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. 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 copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit 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 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. 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 03 3100
SITE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Formwork.
2. Reinforcing.
3. Cast-in place concrete including mix design, placement procedures, and finishes.

B. Cast-in-place concrete includes the following:

1. Foundations and footings.
2. Slabs-on-grade.
3. Slabs on steel deck.
4. Equipment pads and bases.

C. Related Documents: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

D. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 31 2000, "Earthwork": Drainage fill under slabs on grade.
2. Section 32 1313, "Concrete Paving": Concrete paving and walks.
3. Section 07 9200, "Joint Sealants": Sealants and joint fillers in concrete work.

1.2 SUBMITTALS:

A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.

B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others if requested by Owner.

C. Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, bent bar diagrams, and arrangement of concrete reinforcement. Include special reinforcing required for openings through concrete structures.

D. Samples of materials as requested by Owner, including names, sources, and descriptions, as follows:

1. Color finishes.
2. Normal weight aggregates.

1.3 QUALITY ASSURANCE:

A. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:

1. ACI 301, "Specifications for Structural Concrete for Buildings".
2. ACI 302, "Guide for Concrete Floor and Slab Construction".
3. ACI 304, "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete".
4. ACI 305, "Hot Weather Concreting".
5. ACI 306, "Cold Weather Concreting".
6. ACI 309, "Guide for Consolidation of Concrete".
7. ACI 311, "Recommended Practice for Concrete Inspection".
8. ACI 318, "Building Code Requirements for Reinforced Concrete".
9. ACI 347, "Recommended Practice for Concrete Formwork".
10. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
11. American Welding Society, AWS D1.4 "Structural Welding Code - Reinforcing Steel".

B. Concrete Testing Service: Engage a testing agency acceptable to Owner to perform material evaluation tests and to design concrete mixes.

C. Materials and installed work may require testing and retesting at any time during progress of Work. Tests, including retesting of rejected materials for installed Work, shall be done at Contractor's expense.

PART 2 - PRODUCTS

2.1 FORM MATERIALS:

A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

1. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form," Class I.

2. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or another acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Form Release Agent: Provide commercial formulation form release agent with a maximum of 350 g/L volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

D. Provide ties that, when removed, will leave holes not larger than 1 inch in diameter in the concrete surface.

2.2 REINFORCING MATERIALS:

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

B. Steel Wire: ASTM A 82, plain, cold-drawn steel.

C. Welded Wire Fabric: ASTM A 185, welded steel wire fabric.

D. Deformed-Steel Welded Wire Fabric: ASTM A 497.

E. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI specifications.

1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1) or stainless steel (CRSI, Class 2).

F. Threaded Dowels: Continuous threaded high-strength steel bars equal to "Lasstud" by Richmond Screw Anchor Co., Inc. Provide inserts compatible with dowels, designed for ultimate pull-out force indicated on the drawings.

G. Mechanical Splices: Equal to "Cadweld Rebar Splices", as manufactured by Erico Products, Inc., "C" Series, for developing 125% of minimum ASTM specified yield strengths, unless otherwise noted on drawings.

H. Steel Shapes, Plates and Rods: Conform to ASTM A 36, "Specification for Structural Steel".

I. Do Not Weld Reinforcing Steel: Unless specifically noted on drawings. If welding is shown, conform to latest revision of AWS D12.1, "Reinforcing Steel Welding Code of the American Welding Society". Perform all welding with certified welders qualified per AWS.

2.3 CONCRETE MATERIALS:

A. Portland Cement: ASTM C 150, Type I.

1. Use one brand of cement throughout Project unless otherwise acceptable to Owner.

B. Fly Ash: ASTM C 618, Type F or C.

1. Limit use of fly ash to not exceed 20 percent of cement content by weight.

C. Normal-Weight Aggregates: ASTM C 33 and as specified. Provide aggregates from a single source for exposed concrete.

1. For exposed exterior surfaces, do not use fine or coarse aggregates that contain substances that cause spalling.
2. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Owner.

D. Water: Potable.

E. Admixtures, General: Provide concrete admixtures that contain not more than 0.1 percent chloride ions.

F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Air-Tite, Cormix Construction Chemicals.
   b. Air-Mix or Perma-Air, Euclid Chemical Co.
   c. Darex AEA or Daravair, W.R. Grace & Co.
   d. MB-VR or Micro-Air, Master Builders, Inc.
   e. Sealtight AEA, W.R. Meadows, Inc.
   f. Sika AER, Sika Corp.

G. Water-Reducing Admixture: ASTM C 494, Type A.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. PSI N, Cormix Construction Chemicals.
   b. Eucon WR-75, Euclid Chemical Co.
   c. WRDA, W.R. Grace & Co.
   d. Pozzolith Normal or Polyheed, Master Builders, Inc.
   e. Plastocrete 161, Sika Corp.

H. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Eucon 37, Euclid Chemical Co.
   b. WRDA 19 or Daracem, W.R. Grace & Co.
   c. Rheobuild or Polyheed, Master Builders, Inc.
   d. Sikament 300, Sika Corp.

I. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Accelguard 80, Euclid Chemical Co.
   b. Daraset, W.R. Grace & Co.
   c. Pozzutec 20, Master Builders, Inc.

J. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Eucon Retarder 75, Euclid Chemical Co.
   b. Daratard-17, W.R. Grace & Co.
   c. Pozzolith R, Master Builders, Inc.
   d. Protard, Prokrete Industries.
   e. Plastiment, Sika Corporation.

2.4 ADMIXTURES:

A. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.

B. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg.F (10 deg.C).

C. Use high-range water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs, architectural concrete, parking structure slabs, concrete required to be watertight, and concrete with water-cement ratios below 0.50.

D. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus or minus 1-1/2 percent within the following limits:

1. Concrete structures and slabs exposed to freezing and thawing, deicer chemicals, or hydraulic pressure:
   a. 4.5 percent (moderate exposure); 5.5 percent (severe exposure) for 1-1/2-inch maximum aggregate.
   b. 4.5 percent (moderate exposure); 6.0 percent (severe exposure) for 1-inch maximum aggregate.
   c. 5.0 percent (moderate exposure); 6.0 percent (severe exposure) for 3/4-inch maximum aggregate.
   d. 5.5 percent (moderate exposure); 7.0 percent (severe exposure) for 1/2-inch maximum aggregate.
2. Other concrete not exposed to freezing, thawing, or hydraulic pressure, or to receive a surface hardener: 2 to 4 percent air.

E. Use admixtures for water reduction and set accelerating or retarding in strict compliance with manufacturer's directions.

2.5 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements of ASTM C 94, and as specified.

1. When air temperature is between 85 deg.F (30 deg.C) and 90 deg.F (32 deg.C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg.F (32 deg.C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 GENERAL:

A. Coordinate the installation of joint materials, vapor retarder/barrier, and other related materials with placement of forms and reinforcing steel.

3.2 FORMS:

A. General: Design, erect, support, brace, and maintain formwork to support vertical,

lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances and surface irregularities complying with the following ACI 347 limits:

1. Provide Class A tolerances for concrete surfaces exposed to view.
2. Provide Class C tolerances for other concrete surfaces.

B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in the Work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent cement paste from leaking.

C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like for easy removal.

D. Provide temporary openings for clean-outs and inspections where interior area of formwork is inaccessible before and during concrete placement. Securely brace temporary openings and set tightly to forms to prevent losing concrete mortar. Locate temporary openings in forms at inconspicuous locations.

E. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

F. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

G. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before placing concrete. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

3.3 PLACING REINFORCEMENT:

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as specified.

1. Avoiding cutting or puncturing vapor retarder/barrier during reinforcement placement and concreting operations. Repair damages before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by Owner.

D. Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS:

A. Construction Joints: Locate and install construction joints so they do not impair strength or appearance of the structure, as acceptable to Owner.

B. Provide keyways at least 1-1/2 inches deep in construction joints in walls and slabs and between walls and footings. Bulkheads designed and accepted for this purpose may be used for slabs.

C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as indicated otherwise. Do not continue reinforcement through sides of strip placements.

D. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

E. Isolation Joints in Slabs-on-Grade: Construct isolation joints in slabs-on-grade at points of contact between slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Joint fillers and sealants are specified in Section 07 9200 - "Joint Sealants".

F. Contraction (Control) Joints in Slabs-on-Grade: Construct contraction joints in slabs-on-grade to form panels of patterns as shown. Use saw cuts 1/8 inch wide by one-fourth of slab depth or inserts 1/4 inch wide by one-fourth of slab depth, unless otherwise indicated.

1. Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strip into fresh concrete until top surface of strip is flush with slab surface. Tool slab edges round on each side of insert. After concrete has cured, remove inserts and clean groove of loose debris.
2. Contraction joints in unexposed floor slabs may be formed by saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregate.
3. If joint pattern is not shown, provide joints not exceeding 15 feet in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third bays).
4. Joint fillers and sealants are specified in Division 7 Section "Joint Sealants."

3.5 PREPARING FORM SURFACES:

A. General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.

B. Do not allow excess form-coating material to accumulate in forms or come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply according to manufacturer's instructions.

1. Coat steel forms with a nonstaining, rust-preventative material. Rust-stained steel formwork is not acceptable.

3.6 CONCRETE PLACEMENT:

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.

C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.

D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for

consolidation of concrete complying with ACI 309.

2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix to segregate.

E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in continuous operation, within limits of construction joints, until completing placement of a panel or section.

1. Consolidate concrete during placement operations so that concrete is thoroughly worked around reinforcement, other embedded items and into corners.
2. Bring slab surfaces to correct level with a straightedge and strike off. Use bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
3. Maintain reinforcing in proper position on chairs during concrete placement.

F. Cold-Weather Placement: Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

G. When air temperature has fallen to or is expected to fall below 40 deg.F (4 deg.C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg.F (10 deg.C) and not more than 80 deg.F (27 deg.C) at point of placement.

1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

2. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.

H. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305 and as specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg.F (32 deg.C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately

before embedding in concrete.

3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.
4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Owner.

3.7 FINISHING FORMED SURFACES:

A. Rough-Formed Finish: Provide a rough-formed finish on formed concrete surfaces not exposed to view in the finished Work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.

B. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or another similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.

C. Smooth-Rubbed Finish: Provide smooth-rubbed finish on scheduled concrete surfaces that have received smooth-formed finish treatment not later than 1 day after form removal.

1. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 MONOLITHIC SLAB FINISHES:

A. Scratch Finish: Apply scratch finish to monolithic slab surfaces to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and where indicated.

1. After placing slabs, finish surface to tolerances specified in Section 3.11. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set with stiff brushes, brooms, or rakes.

B. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and

other finishes as specified; slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo; and where indicated.

1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Finish surfaces to tolerances specified in Section 3.11. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

C. Trowel Finish: Apply a trowel finish to monolithic slab surfaces exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or another thin film-finish coating system.

1. After floating, begin first trowel-finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and finish surfaces to tolerances specified in Section 3.11. Grind smooth any surface defects that would telegraph through applied floor covering system.

D. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply a trowel finish as specified, then immediately follow by slightly scarifying the surface with a fine broom.

E. Nonslip Broom Finish: Apply a nonslip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Owner before application.

F. Colored Wear-Resistant Finish: Apply a colored wear-resistant finish to monolithic slab surface indicated.

1. Apply dry shake materials for the colored wear-resistant finish at a rate of 100 lb per 100 sq. ft., unless a greater amount is recommended by material manufacturer.
2. Cast a trial slab approximately 10 feet square to determine actual application rate, color, and finish, as acceptable to Owner.
3. Immediately following the first floating operation, uniformly distribute with mechanical spreader approximately two-thirds of the required weight of the dry

shake material over the concrete surface, and embed by power floating. Follow floating operation with second shake application, uniformly distributing remainder of dry shake material with overlapping applications to ensure uniform color, and embed by power floating.

4. After broadcasting and floating, apply a trowel finish as specified. Cure slab surface with a curing compound recommended by the dry shake material manufacturer. Apply the curing compound immediately after the final finishing.

3.9 FLOOR FLATNESS/LEVELNESS REQUIREMENTS:

A. After placing slabs, finish surface to the following tolerances of F(F) (floor flatness) and F(L) (floor levelness) measured according to ASTM E 1155:

FINISH	SLAB-ON-GRADE				FRAMED FLOOR	
	OVERALL		LOCAL		OVERALL	LOCAL
	FF	FL	FF	FL	FF	FF
Scratch Finish	18	15	15	13	25	22
Float Finish	20	17	18	15	25	22
Trowel Finish	25	22	20	17	25	22

Specified overall F-numbers apply to the whole floor, taken as one. Minimum local F- numbers apply to each slab, bounded by construction joints.

3.10 MISCELLANEOUS CONCRETE ITEMS:

A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as specified to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

3.11 CONCRETE CURING AND PROTECTION:

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screeding and bull floating, but before

power floating and troweling.

B. No curing agents or sealers are to be applied to the concrete slab where Resilient Athletic Flooring is scheduled.

C. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.

D. Curing Methods: Cure concrete by curing compound, by moist curing, by moisture-retaining cover curing, or by combining these methods, as specified.

1. Provide moisture curing by the following methods:

    a. Keep concrete surface continuously wet by covering with water.
    b. Use continuous water-fog spray.
    c. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with a 4-inch lap over adjacent absorptive covers.

2. Provide moisture-retaining cover curing as follows:
    a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Apply curing compound on exposed interior slabs and on exterior slabs, walks, and curbs as follows:
    a. Apply curing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
    b. Use membrane curing compounds that will not affect surfaces to be covered with finish materials applied directly to concrete.

E. Curing Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for the full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

F. Curing Unformed Surfaces: Cure unformed surfaces, including slabs, floor topping, and other flat surfaces, by applying the appropriate curing method.

1. Final cure concrete surfaces to receive finish flooring with a moisture-retaining cover, unless otherwise directed.

3.12 REMOVING FORMS:

A. General: Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg.F (10 deg.C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form-removal operations, and provided curing and protection operations are maintained.

B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days or until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.

C. Form-facing material may be removed 4 days after placement only if shores and other vertical supports have been arranged to permit removal of form-facing material without loosening or disturbing shores and supports.

3.13 REUSING FORMS:

A. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-coating compound as specified for new formwork.

B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use patched forms for exposed concrete surfaces except as acceptable to Owner.

3.14 CONCRETE SURFACE REPAIRS:

A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removing forms, when acceptable to Owner.

B. Mix dry-pack mortar, consisting of one part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing.

1. Cut out honeycombs, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts down to solid concrete but in no case to a depth less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with bonding agent. Place patching mortar before bonding agent has dried.

2. For surfaces exposed to view, blend white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

C. Repairing Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Owner. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes and fill with dry-pack mortar or precast cement cone plugs secured in place with bonding agent.

1. Repair concealed formed surfaces, where possible, containing defects that affect the concrete's durability. If defects cannot be repaired, remove and replace the concrete.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface tolerances specified for each surface and finish. Correct low and high areas as specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having the required slope.

1. Repair finished unformed surfaces containing defects that affect the concrete's durability. Surface defects include crazing and cracks in excess of 0.01 inch wide or that penetrate to the reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycombs, rock pockets, and other objectionable conditions.
2. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.
3. Correct low areas in unformed surfaces during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete. Proprietary underlayment compounds may be used when acceptable to Owner.
4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

E. Perform structural repairs with prior approval of Owner for method and procedure,

using specified epoxy adhesive and mortar.

F. Repair methods not specified above may be used, subject to acceptance of Owner.

3.15 QUALITY CONTROL TESTING DURING CONSTRUCTION:

A. General: The Owner will employ a testing agency to perform tests and to submit test reports.

B. Sampling and testing for quality control during concrete placement may include the following, as directed by Owner.

1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
   a. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
   b. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231, pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
   c. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg.F (4 deg.C) and below, when 80 deg.F (27 deg.C) and above, and one test for each set of compressive-strength specimens.
   d. Compression Test Specimen: ASTM C 31; one set of four standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.

C. Compressive-Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yd. plus additional sets for each 50 cu. yd. more than the first 25 cu. yd. of each concrete class placed in any one day, or for each 5000 sq ft of surface are placed; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.

1. Any additional cylinder required by the Contractor for early strength gain tests for form stripping or post-tensioning are Contractor's responsibility and shall be paid for by Contractor.
2. When frequency of testing will provide fewer than five strength tests for a given class of concrete, conduct testing from at least five randomly selected batches or from each batch if fewer than five are used.
3. When total quantity of a given class of concrete is less than 50 cu. yd., Owner may waive strength testing if adequate evidence of satisfactory strength is provided.
4. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective

procedures for protecting and curing the in-place concrete.

5. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test result falls below specified compressive strength by more than 500 psi.
6. Test results will be reported in writing to Owner, Structural Engineer, ready- mix producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.
7. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
8. Additional Tests: The testing agency will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Owner. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

END OF SECTION

SECTION 07 9200
JOINT SEALANTS

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Section includes elastomeric joint sealants & acrylic sealant.

1.02 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.03 DELIVERY, STORAGE, & HANDLING

A. Store products in original, unopened containers in clean, dry area away from heat and direct sunlight.

1.04 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions.

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.05 WARRANTY

A. Provide manufacturer's 10-year material warranty.

B. Include coverage for replacement of sealant materials which fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure, provided sealant has been installed per manufacturer's recommendations.

C. Warranty Exclusions: Failure resulting from concrete shrinkage, excessive movement structural cracks or defects, faulty construction, faulty design, faulty materials (other than joint sealants), improper installation, misuse of structure, settlement, or accident, fire, or other casualty or physical damage.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Elastomeric Sealants (Exterior applications):

1. Adjacent to EIFS: A premium, high-performance, very low-modulus, high-movement, non-sag, fast-curing, designed to adhere to low energy surfaces, one-component silyl-terminated polyether hybrid sealant. Tint base. Color to match adjacent material or as approved by Architect.
   a. Master Builders Solutions US, LLC- MasterSeal NP 150
   b. Tremco Spectrem 1
   c. Pecora 890 FTS
2. Other exterior applications: A premium, high-performance, low-modulus, high-movement, non-sag, fast-curing, ready-to-use, one-component silyl-terminated polyurethane hybrid sealant. Tint base. Color to match adjacent material or as approved by Architect.
   a. Master Builders Solutions US, LLC MasterSeal NP 100
   b. Tremco Dymonic 100
   c. Pecora 864 NST

2.02 PERFORMANCE REQUIREMENTS

A. Elastomeric Sealants (Exterior applications).

1. Adjacent to EIFS:
   a. Compliances:
      i. ASTM C920, Type S, Grade NS, Class 50, Use NT, M, A, and O, capable of +100/-50 in normal field conditions.
      ii. ASTM C 1382 for use with EIFS wall systems at 100% extension.
   b. Service Temperature Range: Minus 40 to 180 degrees F (minus 40 to 82 degrees C).
   c. Shrinkage: None
   d. Movement Capability, ASTM C719: Plus or minus 50 percent.
   e. Extension, ASTM C 1382: 100%
   f. 100% Modulus, ASTM C 412: 35 psi.
   g. Tensile Strength, ASTM D412: 140-180 psi.
   h. Tear Strength, ASTM D1004: 40 pli.
   i. Ultimate Elongation at Break, ASTM D412: 800-1000 percent.
   j. Rheological, ASTM C639, sag in vertical displacement, 120 degrees F (49 degrees C): No sag.

k. Extrudability, ASTM C 1183: 2-3 sec.

l. Hardness, ASTM C661, Shore A: 17.

m. Weight Loss, ASTM C 1246, after heat aging: less than 10 percent.

n. Tack-Free Time, ASTM C 1246: 90 minutes.

o. Stain and Color Change, ASTM C 510: Passes, no visible stain.

p. Bond Durability, ASTM C719, on aluminum and concrete: Passes, plus or minus 50 percent movement.

q. Adhesion in Peel, ASTM C794: Aluminum: 35 pli, Concrete: 36 pli.

r. Artificial Weathering, ASTM G155, Xenon arc, 2,000 hours: No Cracking.

s. VOC Content: When mixed, 28 g/L, less water and exempt solvents.

t. Design Requirements: (Design number of joints and joint widths for maximum of plus or minus 50 percent movement).

i. Depth of sealant to be 1/2 width of joint.

1. Maximum Depth: 1/2 inch.

2. Minimum Depth: 1/4 inch.

3. Maximum Recommended Width: 1-1/2 inches.

2. Other exterior applications:

a. Compliances:

i. ASTM C920, Type S, Grade NS, Class 50, Use NT, T, M, A, and O excluding glass.

ii. ASTM C 1382 for use with EIFS wall systems at 100% extension.

b. Service Temperature Range: Minus 40 to 180 degrees F (minus 40 to 82 degrees C).

c. Shrinkage: None.

d. Movement Capability, ASTM C719: Plus or minus 50 percent.

e. 100% Modulus, ASTM C 412: 25-50 psi.

f. Tensile Strength, ASTM D412: 160-200 psi.

g. Tear Strength, ASTM D1004: 22 pli.

h. Ultimate Elongation at Break, ASTM D412: 700-900 percent.

i. Rheological, ASTM C639, sag in vertical displacement, 120 degrees F (49 degrees C): No sag.

j. Extension Rate, ASTM C1183: 48.10 mL/min.

k. Hardness, ASTM C661, Shore A: 17-23.

l. Weight Loss, ASTM 792, after heat aging: less than or equal to 1 percent.

m. Tack-Free Time, ASTM C679: Passes 3-5 hours.

n. Tack-Free Time By Touch: Pass 50-70 hours.

o. Stain and Color Change, ASTM C510: Passes, no visible stain.

p. Bond Durability, ASTM C719, on glass, aluminum, and concrete: Passes, plus or minus 50 percent movement.

q. Adhesion in Peel, ASTM C794:

i. Aluminum: 20.32 pli.

ii. Glass: 21.33 pli.

iii. Concrete: 16.21 pli

r. Adhesion in Peel, after UV radiation through glass, ASTM C794: 33 pli

s. Artificial Weathering, ASTM G155, Xenon arc, 2,000 hours: No Cracking.

t. VOC Content:

i. MasterSeal NP 100: 29 g/L, less water and exempt solvents.

ii. MasterSeal NP 100 Tint Base: 29 g/L, less water and exempt solvents.

u. Design Requirements: (Design number of joints and joint widths for maximum of plus or minus 50 percent movement).

i. Depth of sealant to be 1/2 width of joint.

1. Maximum Depth: 1/2 inch.

2. Minimum Depth: 1/4 inch.

3. Maximum Recommended Width: 1-1/2 inches.

2.03 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

D. Backerrods: ASTM C1330, Type C (closed-cell material with a surface skin), as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance or as noted on the drawings.

PART 3 – EXECUTION

1.01 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

1.02 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    a. Concrete.
    b. Masonry.
    c. Exterior insulation and finish systems.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    a. Metal.
    b. Glass.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

1.03 INSTALLATION

A. Backup Material:

1. Install appropriate size backer rod, larger than joint per manufacturer's recommendations, and in manner to provide concave sealant profile.
2. Where joint depth does not permit installation of backer rod, install adhesive-backed polyethylene bond-breaker tape along entire back of joint to prevent 3-sided adhesion of joint sealant.

B. Sealant:

1. Apply sealant in accordance with manufacturer's instructions.
2. Verify that temperature and moisture conditions are within manufacturer's acceptable limits.
3. Completely fill joint with sealant, filling from bottom up to avoid entrapping air.
4. Using clean, dry tool with rounded edge, and of appropriate width for each joint, tool freshly installed sealant to provide preferred concave profile, to ensure intimate contact between sealant and substrate, and to provide neat appearance. Where surface aggregate does not permit proper tooling, install sealant and backer rod so that face of joint is recessed behind exposed aggregate, and sealant is bonded to firm, even surface.
5. Use dry tooling method. Do not use tooling agents such as soapy water or solvents that have not been approved by sealant manufacturer.

C. Curing Time:

1. Elastomeric Sealant:
   a. Curing of joint sealants varies with temperature and humidity. The following times assume 75 degrees F, 50 percent relative humidity, and joints 1/2 inch wide by 1/4 inch.
      i. Skins: Within one hour.
      ii. Functional: Within three days.
      iii. Full Cure: Approximately one week.

1.04 INSPECTION

A. During execution of work, inspect work to ensure compliance with manufacturer's guidelines, these specifications when they exceed manufacturer's guidelines, the drawings, and good construction practice.

1. Refer to latest revision of ASTM C1521 for test methods and frequency.

2. Allow inspections of work and assist in testing requested by manufacturer's representative and architect/engineer.

B. Non-Compliant Work: If inspections reveal non-compliant work that was not installed per specifications, and/or manufacturer requirements, remove adjacent work until a location is reached where installation was performed properly. Assist in checking remainder of work.

1.05 CLEANING

A. Remove uncured sealant and joint filler with xylene, toluene, MEK, or other sealant manufacturer approved solvent.

B. Remove cured sealant by cutting with sharp-edged tool.

C. Remove thin films by abrading.

D. Remove debris related to application of sealants from project site per applicable regulations for hazardous waste disposal.

1.06 PROTECTION

A. Protect work from contaminating substances and damage resulting from other construction operations or other causes so that sealed joints are without deterioration or damage at time of project completion.

END OF SECTION

SECTION 099113
EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Primers.
2. Finish coatings.
3. Sealers and paints.

B. Related Requirements:

1. Section 09 96 00 "High-Performance Coatings" for tilelike coatings.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include preparation requirements and application instructions.
2. Indicate VOC content.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint Products: **5** percent, but not less than **1 gal.** of each material and color applied.

1.5 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Owner will select one surface to represent surfaces and conditions for application of each paint system.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
b. Other Items: Owner will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Owner at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations in writing.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. The Sherwin Williams Company (Basis of Design)

B. BLP Mobile Paint, Theodore, AL

C. Source Limitations: Obtain each paint product from single source from single manufacturer.

2.2 PAINT PRODUCTS, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by topcoat manufacturer for use in paint system and on substrate indicated.

B. Colors: As selected by Owner from manufacturer's full range of color.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Concrete: 12 percent.
2. Fiber-Cement Board: 12 percent.
3. Masonry (Clay and Concrete Masonry Units): 12 percent.
4. Wood: 15 percent.
5. Portland Cement Plaster: 12 percent.
6. Gypsum Board: 12 percent.

C. Portland Cement Plaster Substrates: Verify that plaster is fully cured.

D. Verify suitability of substrates, including surface conditions and compatibility, with finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems specified in this Section.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

3.3 INSTALLATION

A. Apply paints in accordance with manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
4. Primers may be omitted on items that are factory primed or factory finished if compatible with intermediate and topcoat coatings and acceptable to intermediate and topcoat paint manufacturers.

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written instructions, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written instructions.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
   1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
   2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
   3. Allow empty paint cans to dry before disposal.
   4. Collect waste paint by type and deliver to recycling or collection facility.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Owner, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

   1. Latex System

      a. Prime Coat: S-W Loxon Concrete & Masonry Primer, LX2W50
      b. Intermediate Coat: Matching topcoat.
      c. Topcoat: S-W Superpaint Exterior Latex, Flat (A80 Series) or Satin (A89 Series) or Gloss (A84 Series)

   2. Self-Cleaning Acrylic System

      a. Prime Coat: S-W Loxon Concrete & Masonry Primer, LX2W50
      b. Intermediate Coat: Matching topcoat.
      c. Topcoat: S-W Loxon Self-Cleaning Acrylic, Flat (LX13 Series) or Satin (LX14 Series)

B. Concrete Substrates, Traffic Surfaces:

1. Acrylic Floor Paint System

a. Prime Coat: Matching topcoat.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W Armorseal Tread-Plex Waterbased Acrylic Floor Coating, B90 Series)

2. Solvent-Based Pigmented Sealer System
a. Prime Coat: Matching topcoat.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W H&C Colortop Solvent Based Solid Color Concrete Sealer.

C. Concrete Masonry Unit Substrates:

1. Light Industrial Acrylic System:

a. Prime Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W Pro Industrial Acrylic Coating, EgShel B66-660, or Semi Gloss B66-650, or Gloss B66-600

2. High-Build Acrylic Waterproofing System: Dry film thickness of not less than 10 mils (0.25 mm).

a. Prime Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150
b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
c. Topcoat: S-W Loxon XP Waterproofing Masonry Coating, Flat (LX11 Series) or Satin (LX21 Series)

D. Portland Cement Plaster Substrates:

1. Latex System

a. Prime Coat: S-W Loxon Concrete and Masonry Coating, LX2W50
b. Intermediate Coat: Matching topcoat.
c. Topcoat: S-W Superpaint Exterior Latex, Flat (A80 Series) or Satin (A89 Series) or Gloss (A84 Series)

2. High-Build Acrylic Waterproofing System: Dry film thickness of not less than 10 mils.

a. Prime Coat: S-W Loxon Concrete and Masonry Coating, LX2W50Intermediate Coat: Matching topcoat.
b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
c. Topcoat: S-W Loxon XP Waterproofing Masonry Coating, Flat (LX11 Series) or Satin (LX21 Series)

3. Water-Based, Light Industrial Coating System

   a. Prime Coat: S-W Loxon Concrete and Masonry Coating, LX2W50
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: S-W Pro Industrial Acrylic Coating, EgShel B66-660, or Semi Gloss B66-650, or Gloss B66-600

END OF SECTION

SECTION 09 96 00
HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of high-performance coating systems on the following substrates:

1. Exterior Substrates:

   a. Concrete
   b. Concrete masonry units (CMU).
   c. Stucco surfaces.

B. Related Requirements:

1. Section 01 35 16 "Alteration Project Procedures" for general remodeling, renovation, repair and maintenance requirements.
2. Section 04 01 10 "Masonry Cleaning" for cleaning existing unit masonry surfaces.
3. Section 09 91 13 "Exterior Painting" for special-use coatings and general field painting.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.

1. Indicate VOC content

B. Product List: For each product indicated, include the following:

1. VOC content.

1.4 CLOSEOUT SUBMITTALS

A. Coating Maintenance Manual: Provide coating maintenance manual including area

summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run,] that match products installed and
that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 1 gal. of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacture's label with the following information:

1. Product name and type (description).
2. Batch date.
3. Color number.
4. VOC content.
5. Environmental handling requirements.
6. Surface preparation requirements.
7. Application instructions.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 50 and 95 deg F.

B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

C. Do not apply exterior coatings in snow, rain, fog, or mist.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

PART 2 - PRODUCTS

1.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin- Williams Company (The); products indicated or equal.

1. Sherwin Williams ArmorSeal 8100 Water Based Epoxy Floor Coating, or approved substitution prior to bidding

B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 01 60 00 "Product Requirements," and the following:

1. Products are approved by manufacturer in writing for application specified.
2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.
3. Source Limitations: Obtain paint materials from single source from single listed manufacturer. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

1.2 HIGH-PERFORMANCE COATINGS, GENERAL

A. Material Compatibility:

1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a coating system, provide products recommended in writing by manufacturers of topcoat for use in coating system and on substrate indicated.
3. Provide products of same manufacturer for each coat in a coating system.

B. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall comply with VOC content limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC content limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Primers, Sealers, and Undercoaters: 200 g/L.
4. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
5. Floor Coatings: 100 g/L.
6. Shellacs, Clear: 730 g/L.
7. Shellacs, Pigmented: 550 g/L.

C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Service's "Standard Practice for the Testing of Volatile Organic Chemical Emissions from Various Sources Using Small Scale Environmental Chambers."

D. Colors: As selected by Architect from manufacturer's full range of standard and custom colors. Maximum of (3) three colors shall be selected.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.

1. Report in writing conditions that may affect application, appearance, or performance of paint.

B. Substrate Conditions:

1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

   a. Concrete: 12 percent.

2. Plaster Substrates: Verify that plaster is fully cured.

C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. ***Note: After demolition phase work, where existing plumbing or other items have been removed from existing surfaces to be re-finished, infill, patch, and repair any openings to match existing adjacent construction prior to prep & re-finishing work.***

C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

D. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.

E. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.

1. Clean surfaces with pressurized water. Use pressure range of 1500 to 4000 psi at 6 to 12 inches.
2. Abrasive blast clean surfaces to comply with SSPC-SP 7/NACE No. 4, "Brush-Off Blast Cleaning."

3.3 APPLICATION

A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

1. Use applicators and techniques suited for coating and substrate indicated.
2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not apply coatings over labels of independent testing agencies or equipment

name, identification, performance rating, or nomenclature plates.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.

1. Contractor shall touch up and restore coated surfaces damaged by testing.
2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

END OF SECTION

SECTION 131108.03
EPOXY ADHESIVES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. GENERAL:

1. The work includes furnishing all labor, materials, equipment, supervision, regulatory documentation, permits and services necessary to perform the requirements of this section
2. The contractor will inspect to ensure that all surfaces are prepared for the work included under this section.

B. PRODUCTS:

1. Epoxy adhesives
2. Epoxy crack repairs

C. COORDINATION:

1. All adhesive and crack repair materials used as a finished surface shall be color coordinated to adjacent surfaces

D. QUALITY

1. Material used shall be labeled for the application

1.2 BASIS FOR MATERIAL SELECTION

A. PRODUCTS: The products listed in Part 2 have been selected as a basis of design to ensure compatibility of materials. Equal products provided by a single manufacturer are acceptable upon pre-approval before bidding.

B. MANUFACTURER
450 East Copans Rd
Pompano Beach Fl, 33064
800.892.1880
Fax 800.362.3320
http://www.atcepoxy.com/

C. DATA: The manufacturer requires that all data sheets remain intact. These sheets are found attached at the end of this section.

1.3 WARRANTY

A. Manufacturers' warrantee shall apply

PART 2 - PRODUCTS

2.1 EPOXY ADHESIVE

A. AVAILABLE PRODUCTS:

1. UltraBond 4CC by Adhesive Technologies Corp. or equal

B. APPLICATION:

1. Anchoring inserts
2. Doweling of rebar

2.2 BONDING CONCRETE TO CONCRETE

A. AVAILABLE PRODUCTS:

1. Ultrabond 2000 for fast set applications by Adhesive Technologies Corp. or equal
2. Ultrabond 5100 for slow set damp applications by Adhesive Technologies Corp. or equal
3. Ultrabond 5000 for slow set applications by Adhesive Technologies Corp. or equal

B. APPLICATION:

1. Handicap accessible steps to existing concrete walls, bottom and adjacent steps

A. Available Products:

1. Crackbond SLV302 by Adhesive Technologies Corp. or equal

2.4 SMALL CRACK REPAIRS

A. Available Products:

1. Crackbond LR321 by Adhesive Technologies Corp. or equal
2. Cracks ranging from 1/8" to ¼" size

2.5 LARGER CRACK REPAIRS

A. Available Products:

1. Ultrabond 5100 for slow set damp applications by Adhesive Technologies Corp. or equal

2. Cracks larger than 1/4"

2.6 CONCRETE VOID REPAIR

A. Epoxy injection
B. Basis for design

1. Sikadur 52	Epoxy injection material
2. Sika 31 Hi Mod	Epoxy paste for injection ports and cracks between ports
3. Sida Fix HH	Urethane Injection for water seal

PART 3 - EXECUTION

3.1 See manufacturer's information

END OF SECTION

SECTION 13 11 09.07
POOL SURFACE PREPARATION

PART 1 - GENERAL

1.1 GENERAL:

A. This Contractor is referred to the General and Special Conditions of the Contract which shall form a part and be included in this section of the specification and shall be binding on this Contractor.

B. It is the intention of these specifications and drawings to call for finished work, tested and ready for the addition of a new surface. Whenever the work "provide" is used, it shall mean "furnish and install complete and ready for use".

C. The work includes furnishing all labor, materials, equipment, supervision, regulatory documentation, permits and services necessary to remove the existing surface and repair/prepare the substrate to receive the new coating material.

D. Requirements for handling and disposal of demolished material shall be shown elsewhere.

E. The pool consultant and the new coating manufacturer's technical representative will inspect the surface preparation work

F. The contractor will perform the draining, filling and balancing of the pool water to a Saturation Index between +0.2 and -0.2

G. The Contractor shall coordinate the work with the owner and other contractors affected by the work

H. Minor details not usually shown or specified, but necessary for the proper execution shall be included in the work, the same as if herein specified or shown.

I. Some items of equipment are specified in the singular; however, the Contractor shall provide and install the number of items or equipment as indicated on the drawings, and as required for complete systems.

1.2 SECTION INCLUDES:

A. Surface Preparation of

1. Existing specialty deck coatings
2. Existing painted surfaces

3. Existing epoxy coatings
4. Existing plaster coatings
5. Existing specialty plaster coatings
6. Existing concrete surfaces
7. New concrete surfaces

1.3 REFERENCED SECTIONS:

A. Section 131105 Structural Demolition

1.4 WARRANTY

A. Warranty for bonding of all materials to the existing substrate shall be 5 years from acceptance by the owner.

B. Warranty that the new surface will remain intact along adjacent surface components for 5 years from acceptance by the owner.

PART 2 - PRODUCTS

2.1 NOT REQUIRED

PART 3 - EXECUTION

3.1 EQUIPMENT

A. Equipment used for the procedure selected shall be
   1. Compatible with all job site regulatory and safety standards.
   2. Compatible with all existing utility requirements.

3.2 METHODS

A. DETERGENT SCRUBBING

   1. CHEMICAL
      a. Alkaline detergent solution as required to remove oil, grease, buildup and loose dirt

   2. Equipment
      a. Machine surface scrubbing equipment
      b. Cleaning hand tools
      c. Surface rinsing equipment
      d. Equipment for the removal of spent materials and debris
      e. Personal safety equipment

B. ACID ETCHING

1. CHEMICAL
    a. Hydrochloric acid

2. EQUIPMENT
    a. Machine surface scrubbing equipment
    b. Cleaning hand tools
    c. Surface rinsing equipment
    d. Equipment for the removal of spent materials and debris
    e. Personal safety equipment

C. MECHANICAL SCARIFICATION

1. Shot blasting
    a. Materials available includes steel, glass, sand or organic materials
    b. Wheel blast technology shall be considered
    c. Post shot blast clean up
2. Submit for review

D. WATER JETTING

1. High pressure range up to 5,000 psi
2. Ultra high pressure from 5,000 psi to 40,000 psi

3.3 EXAMINATION

A. Determine the manufacturer's surface profile (Concrete Surface Profile CPS value) required for the new coating
B. Determine the contaminants to be removed
C. Determine the condition of the substrate
D. Select the means and materials for the removal of the contaminants
E. Select the means and materials for the removal of non-durable concrete
F. Select the materials for the post removal substrate repair as needed
G. Determine the residual materials used for surface preparation

3.4 DISPOSAL

A. Determine the materials being use for the removal of the surface material
B. Determine the residual materials used for surface preparation
C. Determine the method of disposal

3.5 SUBMITTAL

A. Submit for review findings and selection of the processes in 3.1, 3.2 and 3.3 above

3.6 TESTING

A. Review relevant specification sections and drawings
B. Surface pH test
   1. Wet surface with distilled water
   2. Test the wet surface with pH paper
   3. If pH is 10 or lower additional surface preparation will be required
   4. If the contaminants cannot be removed then submit details for an oil tolerant epoxy system.
C. MOISTURE VAPOR TRANSMISSION
   1. ASTM-F-1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
   2. ASTM-F-2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes.
   3. ASTM-D-4263 Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method. This test is only an indication and should not be used to determine moisture migration.
D. SURFACE PROFILE
   1. Surface CSP value required after consulting with the manufacturer of the finished surface to be applied
   2. Surface CSP value test as required by the manufacturer of the finished surface material

3.7 RELATED ASTM STANDARDS FOR SURFACE PREPARATION

A. ASTM-D-4258 Standard Practice for Surface Cleaning Concrete for Coating
B. ASTM-D-4259 Standard Practice for Abrading Concrete
C. ASTM-D-4260 Standard Practice for Acid Etching Concrete
D. ASTM-D-4261 Standard Practice for Surface Cleaning Concrete Unit Masonry for Coating
E. ASTM-D-4262 Standard Test Method for Ph of Chemically Cleaned or Etched Concrete Surfaces
F. ASTM-C-811 Standard Practice for Surface Preparation of Concrete for Application of Chemical Resistant Resin Monolithic Surfacing
G. ASTM-E-1575- 18 Standard Practice for Pressure Water Cleaning and Cutting

3.8 POOL STRUCTURAL REPAIR:

A. STANDARDS

   1. ICRI 03730 Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion
   2. ICRI 03730 Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings and Polymer Overlays.
   3. ACI 546R-04 Concrete Repair Guide

B. SUBSTRATE PREPARATION PER MATERIAL MANUFACTURER'S GUIDELINES

C. REINFORCING MATERIAL

1. Exposed reinforcing steel is to be mechanically cleaned of all rust and other contaminants in accordance with ICRI 03732.
2. Prime the steel with ARDEX Bonding and Anti-Corrosion Agent or equal product provided or recommended by the finished coating manufacturer
3. Dormant cracks and joints greater than 1/16" shall be filled with a joint-filler as provided by the finished coating manufacturer.

3.9 DETERGENT SCRUBBING

A. PURPOSE: Surface preparation for acid etching, application of sealers, surface hardeners or adhesive bonding.

B. LIMITATION of WORK: Limited to the removal of water soluble or detergent-emulsifiable contaminants such as loose debris, superficial removal of oil, grease, organic or inorganic residues, some acrylic, wax, or rubber membranes, rust, and other oxidation deposits from concrete surfaces. Absorbed fluids such as oils and grease may require several treatments to achieve acceptable results. Holes and open pores at the surface may be scrubbed to a depth of 6 to 10 mils.

C. PROFILE

1. Per ICRI CSP 1-10 provide a clean surface devoid of oil, grease, buildup and loose debris without altering the surface texture or appearance.
2. If etching is required by the coating manufacturer then the surface shall be cleaned to allow for the chemical etching process

D. MECHANICAL SCRUBBING

1. Machine scrubbing on open or confined horizontal and/or vertical surfaces
2. Equipment example
   a. For vertical surfaces Karcher International Model BD 175C with brush stiffness needed for cleaning the surface
   b. For horizontal surface use automatic scrubbing machine or single disc machine
   c. Equal equipment acceptable.

E. RINSE

1. Low pressure (less than 5,000 psi) shall be used to rinse the cleaning chemical, sludge and loose debris from all surfaces.
2. The process shall not produce any measureable removal of sound concrete surface

F. STANDARDS

1. Visual inspection shall show no dirt, oil, grease or debris
2. The prepared surface shall be free of bond-inhibiting barriers
3. The prepared surface shall able to accepted the proposed coating application
4. Gloss meter or slip tester/traction recorder. See Section 13 11 04
5. A test area shall be hand scrubbed using the same chemical solution. Recovered solution shall be clear

G. SUBMITTAL

1. Coating manufacturer's instructions for preparation of the surface type to receive the coating

    a. MSDS Sheets for the chemical cleaner(s) to be used
    b. List of equipment to be used
    c. Process of using the cleaner(s) and equipment

2. ENVIRONMENTAL

    a. Containment, disposal and/or special handling of cleaning materials, sludge and debris
    b. See Section 13 11 05

3. SAFETY

    a. Submit OSHA required personal protective equipment per MSDS sheets
    b. Submit emergency plan for evacuation of the work space and adjacent spaces

3.10 ACID ETCHING

A. PURPOSE: Remove cement from the surface and pores of the concrete exposing the fine aggregate of the concrete to allow for the application of sealers or thin-film epoxy, urethane, acrylic and alkyd coatings. Typical depth of removal shall be 4 to 10 mils

B. EXAMINATION: Ensure that the concrete aggregate shall not be affected by the acid solution

C. LIMITATION of WORK:

1. Limited to the removal of cement materials at the surface of the concrete and dislodging slight traces of oils, grease or dirt remaining after the final rinse of a detergent scrubbing.
2. Concrete shall be greater than six weeks (completely cured).
3. Shall not be used on metallic hardened surfaces

D. CHEMICAL

4. Hydrochloric acid
5. Control solution strength and volume to limit the depth of the chemical attack to not greater than 10 mils

E. PROFILE

1. Per ICRI CSP 1- 3

   a. Provide a clean, dull even appearance surface with no noticeable patterns
   b. Texture similar to 120 grit sandpaper
   c. Devoid of oil, grease, buildup and loose debris

F. PROTECTION

1. Review the MSDS sheet for hydrochloric acid
2. Make provisions to protect all other surfaces from fumes and direct contact with the hydrochloric acid
3. Interior applications require special preparation for air handling systems, other mechanical, plumbing and building components
4. Store the acid separate from the cleaning solution chemical(s)
5. Exhaust of fumes shall require safety provisions

G. TYPICAL PROCESS

1. Thoroughly wet the concrete surface ensuring that no standing water remains
2. Apply the mixed solution uniformly over the surface at an approximate rate of 100 ft^2 per gallon
3. Agitate the acid solution with stiff bristle brush or power brush for 5 to 10 minutes not allowing the surface to dry
4. Rinse with clean water at building water pressure or use a pressure washer not to exceed 1,000 psi
5. Vacuum residue
6. Scrub with an alkaline detergent and vacuum residue to remove the etching debris
7. Rinse with clean water at building water pressure or use a pressure washer not to exceed 1,000 psi
8. Vacuum residue
9. Allow the surface to dry.

H. STANDARDS

1. Compare all observations to the coating manufacturer's requirements.
2. Visual inspection shall show a fine grained surface profile with no white residue, dirt or debris
3. Check the surface using a moisture meter
4. Check the surface pH

5. The surface shall be free of bond-inhibiting barriers and debris
6. The prepared surface shall able to accepted the proposed coating application

I. SUBMITTAL

1. Coating manufacturer's instructions for preparation of the surface type to receive the coating

   a. MSDS Sheets for the acid to be used
   b. List of equipment to be used
   c. Process of using the etching acid and equipment

2. Environmental

   a. Containment, disposal and/or special handling of cleaning materials, sludge and debris
   b. See Section 13 11 05

3. Safety

   a. Submit OSHA required personal protective equipment per MSDS sheets
   b. Submit emergency plan for evacuation of the workspace and adjacent spaces.

END OF SECTION

SECTION 131110.01
POOL SIGNAGE

NOTE: REPLACE SIGNAGE AROUND THE POOL FOR WATER DEPTH.

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. GENERAL:
1. The work includes furnishing all labor, materials, equipment, supervision, regulatory documentation, permits and services necessary to perform the requirements of this section
2. The contractor will inspect to ensure that all surfaces are prepared for the work included under this section.
3. Signage shall comply with all requirements of all authorities having jurisdiction

B. PRODUCTS:

1. Pool Signs
2. Pool Safety Equipment

C. COORDINATION:
1. Mounting surface has been prepared

D. QUALITY
1. Specified materials selected shall meet the operational requirements for the pool

1.2 WARRANTY

A. Manufacturers' warranty shall apply

PART 2 - PRODUCTS

2.1 SIGNAGE FOR POOLS, SPAS and SPECIALTY POOLS

A. Materials of fabrication for all signs
1. Surface-mount sign black print on a white substrate
2. Suitable for indoor or outdoor applications
3. Ambient temperature range from -40° F to 180° F.
4. UV - stable ink
5. Enamel-coated aluminum
6. UV, chemical, abrasion and moisture resistant
7. Aluminum signs have 0.20 in mounting holes in each corner
8. Mounting anchor and hardware shall be stainless steel.

B. Materials for Signs and Mounting Signs
1. Non-corrosive.

2. Meets or exceeds all jurisdictional rules
   a. Letter/number height and font
   b. Contrasting letters/numbers to a light background
3. Aesthetically acceptable to the owner

C. A "Pool Rules" sign
1. Minimum of 1" letter/number text height.
2. Black ink with white background
3. Block font, no underlines, all capital letters
4. Sign shall be posted at each access point of the pool area
5. Sign must include the following items.
   a. Swimming is permitted only while lifeguards are present and on duty.
   b. Children under 10 years of age must be accompanied by an adult 18 years of age or over.
   c. All children who are not toilet-trained must have a swim diaper and a bathing suit and/or plastic pants.
   d. Running, rough play, horseplay, dunking, and/or throwing children is not allowed. Inappropriate language will not be tolerated.
   e. Excessive breath-holding and breath-holding games are prohibited.
   f. Before entering the pool, patrons must shower with soap and rinse.
   g. Glass containers, food, drinks, gum, animals, tobacco products, alcohol, drugs, and firearms are prohibited from MPRD pool decks and locker rooms.
   h. Children less than 4 ft. tall must be accompanied by a parent, guardian, or instructor IN THE WATER unless the swimmer has demonstrated he/she could pass a deep end test each time the child attends the pool.
   i. Persons with rashes, open wounds or sores are not allowed in the water.
   j. Appropriate swim attire is required: lined swimsuits and trunks only. (No jeans or cut-offs.)
   k. No climbing, hanging, or tampering with lane lines, lifeguard, or facility equipment.
   l. Only one person is on a ladder at a time.
   m. Lifeguards must approve all toys and flotation devices – SCUBA and other large equipment are prohibited.
   n. Diving is only allowed in designated areas. Flips, twists, and backward jumps are not allowed.
   o. MPRD is not responsible for any lost or stolen items.
   p. Lightning Policy – The pool will require immediate closure of all pools in the event that lightning or thunder is present in or around the area. The pools will remain closed until 30 minutes past the last visible lightning strike or episode of thunder. 4 minutes reset if additional lightning or thunder is seen or heard.
   q. The lifeguard is the authority in the pool and locker rooms. Failure to comply with the rules may result in dismissal from the pool and locker room areas.
   r. Jewelry should not be worn in the pool.
6. Final configuration of the signage to meet all requirements for the local authority having jurisdiction (typically the health department).

D. Provide "CHILDREN SHOULD NOT USE THE SWIMMING POOL WITHOUT ADULT SUPERVISION" signs
   1. Minimum of 4" letter/number text height.
   2. Black ink with white background
   3. Block font, no underlines, all capital letters
   4. Sign shall be posted at each access point of the pool area

E. Provide one "EMERGENCY TELEPHONE" information sign
   1. Minimum of 4" letter/number height
   2. Black ink with white background
   3. Block font, no underlines, all capital letters
   4. Sign shall be posted adjacent to the emergency telephone
   5. Sign information includes
      a. Dialing instructions for 911
      b. Telephone number for the location of the pool
      c. Complete address for the location of the pool

F. Provide "POOL CLOSED" sign(s)
   1. Minimum of 4" letter/number height
   2. Black ink with white background
   3. Block font, no underlines, all capital letters
   4. One sign for each entrance to the pool area.
   5. Provisions to be made for temporary mounting each sign. Materials used for mounting shall be non corrosive
   6. Placement to be visible from outside of the natatorium or pool fence

PART 3 - EXECUTION

3.1 Confirm all mounting surfaces conditions to receive the signage mounting.

3.2 Clean up all mounting debris. Repair mounting surfaces as required using the same finish materials original used.

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF MOBILE 2460 GOVERNMENT ST
City, State and Zip:	MOBILE, AL 36606
Recipient UEI:	GJ22ZHM8G7M5
Project Title: FY25 COPS Hiring Program	**Award Number:** 15JCOPS-25-GG-00968-UHPX
Solicitation Title: FY25 COPS Hiring Program	
Federal Award Amount: $1,875,000.00	**Federal Award Date:** 10/10/25
Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.068 - COPS Hiring Program	
Project Period Start Date: 10/1/25	**Project Period End Date:** 9/30/30
Budget Period Start Date: 10/1/25	**Budget Period End Date:** 9/30/30

Project Description:
The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

Award Letter

October 10, 2025

Dear LAURA ANGLE,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF MOBILE for an award under the funding opportunity entitled 2025 FY25 COPS Hiring Program. The approved award amount is $1,875,000. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award

requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
GJ22ZHM8G7M5

ORI Number
AL00201

Street 1
2460 GOVERNMENT ST

Street 2

City
Mobile

State/U.S. Territory
Alabama

Zip/Postal Code
36606

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/10/25

Award Type
Initial

Award Number
15JCOPS-25-GG-00968-UHPX

Supplement Number
00

Federal Award Amount
$1,875,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.068	COPS Hiring Program

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 FY25 COPS Hiring Program

Awarding Agency
COPS

Application Number
GRANT14444130

Grant Manager Name	Phone Number	E-mail Address
Clara Pesiri	202-532-5648	clara.pesiri@usdoj.gov

Project Title
FY25 COPS Hiring Program

Performance Period Start Date	Performance Period End Date
10/01/2025	09/30/2030

Budget Period Start Date	Budget Period End Date
10/01/2025	09/30/2030

Project Description
The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/15/25 5:01 PM

Comments
No items

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentage
Sworn Officer Positions:	$3,142,980	$0	$3,142,980	
Civilian or Non-Sworn Personnel:	$0	$0	$0	
Travel:	$0	$0	$0	
Equipment:	$0	$0	$0	
Supplies:	$0	$0	$0	

SubAwards:	$0	$0	$0	
Procurement Contracts:	$0	$0	$0	
Other Costs:	$0	$0	$0	
Total Direct Costs:	$3,142,980	$0	$3,142,980	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$3,142,980	$0	$3,142,980	
Federal Funds:	$1,875,000	$0	$1,875,000	59.66%
Match Amount:	$1,267,980	$0	$1,267,980	40.34%
Program Income:	$0	$0	$0	0.00%

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2
Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3
Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or

nondiscrimination laws.

Condition 4
Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8
Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the
award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C.

§ 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 10
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award
or any subaward is in effect;
(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial
actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB
Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency
may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C.
7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this
appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the

conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing
requirements.
Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 13
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the

Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward
described in paragraph (a)(1) of this award term to the Federal Funding Accountability
and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or
exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and

Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
2025, the executive total compensation must be reported by no later than December 31,
2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds
$30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts
(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
(c)(1) of this appendix. The recipient is required to submit this information to the
Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and
(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18
Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website https://www.ojp.gov/eeop-notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the

award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 27
Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208
If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

Condition 28
Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded

under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

Condition 29

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is $125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

Condition 30

Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their COPS Hiring Program (CHP) application:

- Violent Crime
- Squatting and Encampment Enforcement
- Homeland and Border Security
- Nuisance and Abatement and Quality of Life
- School Based Policing

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?
Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;
Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Condition 31

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 32
Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

Condition 33
Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

Condition 34
Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently $250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

Condition 35
School Resource Officer (SRO) Training Requirement: COPS Office-funded SROs are required to complete a 40-hour basic SRO training course from a list of COPS Office-approved providers. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the date of the SRO's hire,

whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40-hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officer to retake the course. The agency must coordinate with the training provider to secure funding to cover registration and travel expenses.
If your agency fails to comply with the SRO basic training within the specified timeframe, the COPS Office may temporarily suspend grant funds or take other remedial actions in accordance with 2 C.F.R. §200.339 until your agency complies with this requirement.

Condition 36
Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. 2 C.F.R. §§ 200.308(f)(10) and 200.309. Extension requests must be received prior to the end date of the award.

Condition 37
Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

Condition 38
Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.
The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

Condition 39
Memorandum of Understanding Requirement (for School Resource Officers only)
Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:
• Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter. If your agency fails to submit the MOU within the 90 days, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until your agency submits the MOU.
• Your agency's MOU must contain the following information?

o The purpose of the MOU

o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
o Information sharing
o Supervision responsibility and chain of command for the SRO
o Signatures
Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Acting Director	Cory D. Randolph	9/29/25 5:26 AM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
no value

Name of Authorized Entity Official
no value

Signed Date And Time

no value

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
Mayor

Name of Authorized Entity Official
no value

Signed Date And Time
no value

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City of Mobile is hereby authorized to expend the amount of $1,267,980.00 as the local match requirement for the DOJFY25 COPS Hiring Program (CHP) grant that has been awarded to the City of Mobile by the U.S. Department of Justice. The City Council previously authorized the Mayor and the City Clerk, through Resolution 31-1001, adopted July 29, 2025, to apply for and accept the COPS Hiring Program grant with a local match of $785,745.00. The grant has now been awarded and requires a local match of $1,267,980.00 as evidenced by the Notice of Award attached hereto and made apart hereof. A copy of said Award Letter is on file in the office of the City Clerk.

ADOPTED:

_____

City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed 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 ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Favor Residential Care to operate a Shuttle 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 February 24, 2026, at 10:30 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 MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Favor Residential Care for a Certificate of Public Convenience and Necessity to operate a Shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Abraham Brown individually or on behalf of _____, 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.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Abraham Brown - Favor Residential Care

Business Address: Favor Residental Care / 3310 Lacoste Rd Mobile, AL. 36618

Telephone: _____ Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: SSN: _ _____

Residence Address:

Address City State Zip code

Telephone Numb ___ Driver's License #: _____

Residing in Mobile County: Years: 61 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 ___/___/___
(Alien # or Admission # _____)

CITY CLERK DEPARTMENT
2026 JAN 16 PM 3:51

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Sharon Brown individually or on behalf of Favor Residential Care, 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.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Sharon Brown / Favor Residential Care, LLC

Business Addre

Telephone: (2

Business Inform

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ N: _____

Residence Address: _____

Address City State Zip code

Telephone Numb Driver's License #: _____

Residing in Mobile County: Years: 25 Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

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

CITY CLERK DEPARTMENT
2026 JAN 16 PM 3:50

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ Other: (please specify) _____

Business Address: _____
(If different from ad

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Abraham Brown	CEO	3310 Lacoste Rd	
Abraham Brown - Sharon Brown	CEO		

D. List all unpaid judgements against any person listed in Part II C, 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:

Name	Date	Amount	Location	Disposition
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☑ Shuttle ☑ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days 8-5

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Toyota	Year:	2026	Model:	Grand Highlander
Make:		Year:		Model:	
Make:		Year:		Model:	

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

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. 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 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Abraham Brewer
Applicant's Signature

NAME OF ENTITY:
Favor Residential Care LLC

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 15th **DAY OF** January, 2026

LaToya R. Carter-Blunt
Notary Public

LATOYA R CARTER-BLUNT NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES 03-07-2027

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. 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 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:
FAVOR RESIDENTIAL CARE LLC

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 15th **DAY OF** January, 2026

Notary Public

LATOYA R CARTER-BLUNT NOTARY PUBLIC MY COMMISSION EXPIRES 03-07-2027 ALABAMA STATE AT LARGE

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	BROWN, ABRAHAM U		
Address:		**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	61
Weight:	190	**Eyes:**	BROWN
Height:	5'11"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:** ___-__-____
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: Laurie Addison
DATE: 1/15/26

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	BROWN, SHARON CAMPBELL		
Address:		**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	60
Weight:	160	**Eyes:**	BROWN
Height:	5'02"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:**
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: Laverne Addison
DATE: 1/15/26